

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

FORM EXEMPT UNDER 44 U.S.C. 3612

DO NOT WRITE IN THIS SPACE

Case

20-CA-196911

Date Filed

4/14/2017

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Sutter Medical Center, Sacramento		b. Tel. No. (916) 887-0000
		c. Cell No.
		f. Fax No.
d. Address (Street, city, state, and ZIP code) 2825 Capitol Ave. Sacramento, CA 95816	e. Employer Representative Dave Cheney, CEO	g. e-Mail cheneydr@sutterhealth.org
		h. Number of workers employed 1900
i. Type of Establishment (factory, mine, wholesaler, etc.) Acute Care Hospital	j. Identify principal product or service Healthcare	
k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) _____ of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.		
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices) On about (b) (6), (b) (7)(C) 2017, Sutter Medical Center, Sacramento placed me on unpaid administrative leave pending investigation because I engaged in protected concerted activities with other employees concerning our working conditions. In addition, Sutter Medical Center, Sacramento, told me and gave me a policy prohibiting me from talking to any of my coworkers, or anyone else except Sutter Human Resources, about my unpaid administrative leave investigation.		
3. Full name of party filing charge (if labor organization, give full name, including local name and number) (b) (6), (b) (7)(C)		
4a. Address (Street and number, city, state, and ZIP code) (b) (6), (b) (7)(C)		4b. Tel. No. (b) (6), (b) (7)(C)
		4c. Cell No.
		4d. Fax No.
		4e. e-Mail (b) (6), (b) (7)(C)
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)		
6. DECLARATION I declare (b) (6), (b) (7)(C) statements are true to the best of my knowledge and belief. By: (b) (6), (b) (7)(C) (Print type name and title or office, if any)		Tel. No. (b) (6), (b) (7)(C)
		Office, if any, Cell No.
		Fax No.
		e-Mail (b) (6), (b) (7)(C)
Address (b) (6), (b) (7)(C)		04/13/2017 (date)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

CA CHARGE ASSIGNMENT SHEET

Support Staff Susie

Date Filed: April 14, 2017			
Assigned to:	<u>Vargas</u> (Supervisor)	<u>Parnell</u> (Agent)	(Agent)
Case Name: Sutter Medical Center, Sacramento			
Case No. <u>20-CA-196911</u>			
IA Category	III	II	I
Target Date	<u>6/30/17</u>		
10(j) potential:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unknown <input type="checkbox"/>
Discharge Organizing Campaign <input type="checkbox"/> (add to Hot Topics)			
Allegations: <u>8(a)(1)</u>		If this is an 8(a)(3) CA, enter number of Discriminatees	
How was charge received? E-filed <input type="checkbox"/> IO Visit <input type="checkbox"/> Mailed in <input type="checkbox"/> Faxed in <input checked="" type="checkbox"/>			
I/O Assisted?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Inquiry ID	
Bargaining Status (Check one)	Existing Contract <input type="checkbox"/>	Organizing Campaign <input type="checkbox"/>	None <input type="checkbox"/>
	Seeking Initial Contract <input type="checkbox"/>	Seeking Succeeding Contract <input type="checkbox"/>	
Dispute Location: Sacramento		State: CA 95816	County: Sacramento
Does this case block any other? Yes <input type="checkbox"/> No <input type="checkbox"/>			
Is there a "request to proceed" in the petition(s). <input type="checkbox"/> Enter Petition case number(s)			

CHECK ALL APPROPRIATE ALLEGATION CODES BELOW

Is the Section 8(a)(1) allegation a derivative and may be deleted? Yes ☐ No ☐

	8(a)(1)	8(a)(3) continued	8(a)(5) continued
	Coercive Actions (Surveillance, etc.)	Lockout	Refusal to Recognize
X	Coercive Rules	Refusal to Consider/Hire Applicant (salting only)	Repudiation/Modification of Contract [Sec. 8(d)/Unilateral Changes]
	Coercive Statements (Threats, Promises of Benefits, etc.)	Refusal to Reinstate Employee/Striker (e.g., Laidlaw)	Shutdown or Relocate (e.g., First National Maint.) Subcontract Work
X	Concerted Activities (Retaliation, Discharge, Discipline)	Retaliatory lawsuit	8(e)
	Denial of Access	Shutdown or Relocate/ Subcontract Unit Work	All Allegations against an Employer
	Discharge of supervisor (Parker-Robb Chevrolet)	Union Security Related Actions	
	Interrogation (including Polling)	8(a)(4)	
	Lawsuits	Changes in Terms & Conditions of Emplt	
	Weingarten	Discharge (incl Layoff & Refusal to Hire)	
	8(a)(2)	Discipline	
	Assistance	Refusal to Reinstate Employee/Striker	
	Domination	Shutdown or Relocate/Subcontract Unit Work	
	Unlawful Recognition	8(a)(5)	
	8(a)(3)	Alter Ego	
	Changes in Terms & Conditions of Emplt	Failure to Sign Agreement	
	Discharge (including Layoff & Refusal to Hire (not salting))	Refusal to Bargain/Bad Faith Bargaining (incl surface bargaining/direct dealing)	
	Discipline	Refusal to Furnish Information	
		Refusal to Hire Majority	

Is this a Related case? Yes ☒ No ☐ Check here if above case is the main number ☐

If yes, what is main case number?



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 20
901 Market Street, Suite 400
San Francisco, CA 94103-1738

Agency Website: www.nlr.gov
Telephone: (415)356-5130
Fax: (415)356-5156



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April 17, 2017

DAVE CHENEY, CEO
SUTTER MEDICAL CENTER, SACRAMENTO
2825 CAPITOL AVE
SACRAMENTO, CA 95816-5680

Re: Sutter Medical Center, Sacramento
Case 20-CA-196911

Dear Mr. CHENEY:

Enclosed is a copy of a charge that has been filed in this case. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

Investigator: This charge is being investigated by Field Examiner JANAY M. PARNELL whose telephone number is (415)356-5159. If this Board agent is not available, you may contact Supervisory Field Examiner OLIVIA VARGAS whose telephone number is (628)221-8876.

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing Form NLRB-4701, Notice of Appearance. This form is available on our website, www.nlr.gov, or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

Presentation of Your Evidence: We seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations set forth in the charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly.

Full and complete cooperation includes providing witnesses to give sworn affidavits to a Board agent, and providing all relevant documentary evidence requested by the Board

agent. Sending us your written account of the facts and a statement of your position is not enough to be considered full and complete cooperation. A refusal to fully cooperate during the investigation might cause a case to be litigated unnecessarily.

In addition, either you or your representative must complete the enclosed Commerce Questionnaire to enable us to determine whether the NLRB has jurisdiction over this dispute. If you recently submitted this information in another case, or if you need assistance completing the form, please contact the Board agent.

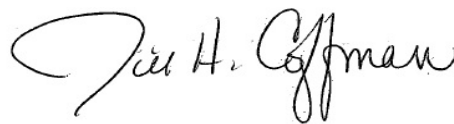
We will not honor any request to place limitations on our use of position statements or evidence beyond those prescribed by the Freedom of Information Act and the Federal Records Act. Thus, we will not honor any claim of confidentiality except as provided by Exemption 4 of FOIA, 5 U.S.C. Sec. 552(b)(4), and any material you submit may be introduced as evidence at any hearing before an administrative law judge. We are also required by the Federal Records Act to keep copies of documents gathered in our investigation for some years after a case closes. Further, the Freedom of Information Act may require that we disclose such records in closed cases upon request, unless there is an applicable exemption. Examples of those exemptions are those that protect confidential financial information or personal privacy interests.

Procedures: We strongly urge everyone to submit all documents and other materials by E-Filing (not e-mailing) through our website, www.nlr.gov. However, the Agency will continue to accept timely filed paper documents. Please include the case name and number indicated above on all your correspondence regarding the charge.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, www.nlr.gov or from an NLRB office upon your request. NLRB Form 4541 offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,



JILL H. COFFMAN
Regional Director

Enclosures:

1. Copy of Charge
2. Commerce Questionnaire

QUESTIONNAIRE ON COMMERCE INFORMATION

Please read carefully, answer all applicable items, and return to the NLRB Office. If additional space is required, please add a page and identify item number.

CASE NAME

CASE NUMBER

20-CA-196911

1. EXACT LEGAL TITLE OF ENTITY (As filed with State and/or stated in legal documents forming entity)**2. TYPE OF ENTITY**☐ CORPORATION ☐ LLC ☐ LLP ☐ PARTNERSHIP ☐ SOLE PROPRIETORSHIP ☐ OTHER (Specify)**3. IF A CORPORATION or LLC**A. STATE OF INCORPORATION
OR FORMATION

B. NAME, ADDRESS, AND RELATIONSHIP (e.g. parent, subsidiary) OF ALL RELATED ENTITIES

4. IF AN LLC OR ANY TYPE OF PARTNERSHIP, FULL NAME AND ADDRESS OF ALL MEMBERS OR PARTNERS**5. IF A SOLE PROPRIETORSHIP, FULL NAME AND ADDRESS OF PROPRIETOR****6. BRIEFLY DESCRIBE THE NATURE OF YOUR OPERATIONS (Products handled or manufactured, or nature of services performed).****7. A. PRINCIPAL LOCATION:****B. BRANCH LOCATIONS:****8. NUMBER OF PEOPLE PRESENTLY EMPLOYED**

A. Total:

B. At the address involved in this matter:

9. DURING THE MOST RECENT (Check appropriate box): ☐ CALENDAR YR ☐ 12 MONTHS or ☐ FISCAL YR (FY dates)

YES NO

A. Did you **provide services** valued in excess of \$50,000 directly to customers outside your State? If no, indicate actual value.
\$B. If you answered no to 9A, did you **provide services** valued in excess of \$50,000 to customers in your State who purchased goods valued in excess of \$50,000 from directly outside your State? If no, indicate the value of any such services you provided.
\$C. If you answered no to 9A and 9B, did you **provide services** valued in excess of \$50,000 to public utilities, transit systems, newspapers, health care institutions, broadcasting stations, commercial buildings, educational institutions, or retail concerns? If less than \$50,000, indicate amount. \$D. Did you **sell goods** valued in excess of \$50,000 directly to customers located outside your State? If less than \$50,000, indicate amount. \$E. If you answered no to 9D, did you **sell goods** valued in excess of \$50,000 directly to customers located inside your State who purchased other goods valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount.
\$F. Did you **purchase and receive goods** valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount. \$G. Did you **purchase and receive goods** valued in excess of \$50,000 from enterprises who received the goods directly from points outside your State? If less than \$50,000, indicate amount. \$**H. Gross Revenues from all sales or performance of services (Check the largest amount)**☐ \$100,000 ☐ \$250,000 ☐ \$500,000 ☐ \$1,000,000 or more If less than \$100,000, indicate amount.I. Did you **begin operations within the last 12 months?** If yes, specify date: _____**10 ARE YOU A MEMBER OF AN ASSOCIATION OR OTHER EMPLOYER GROUP THAT ENGAGES IN COLLECTIVE BARGAINING?**☐ YES ☐ NO (If yes, name and address of association or group).**11. REPRESENTATIVE BEST QUALIFIED TO GIVE FURTHER INFORMATION ABOUT YOUR OPERATIONS**

NAME

TITLE

E-MAIL ADDRESS

TEL. NUMBER

12. AUTHORIZED REPRESENTATIVE COMPLETING THIS QUESTIONNAIRE

NAME AND TITLE (Type or Print)

SIGNATURE

E-MAIL ADDRESS

DATE

PRIVACY ACT STATEMENT

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UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

SUTTER MEDICAL CENTER, SACRAMENTO

Charged Party

and

(b) (6), (b) (7)(C)

Charging Party

Case 20-CA-196911

AFFIDAVIT OF SERVICE OF CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, state under oath that on April 17, 2017, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

DAVE CHENEY, CEO
SUTTER MEDICAL CENTER,
SACRAMENTO
2825 CAPITOL AVE
SACRAMENTO, CA 95816-5680

April 17, 2017

Date

Susie Louie, Designated Agent of NLRB

Name

/s/ Susie Louie

Signature



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 20
901 Market Street, Suite 400
San Francisco, CA 94103-1738

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Telephone: (415)356-5130
Fax: (415)356-5156



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April 17, 2017

(b) (6), (b) (7)(C)

Re: Sutter Medical Center, Sacramento
Case 20-CA-196911

Dear (b) (6), (b) (7)(C):

The charge that you filed in this case on April 14, 2017 has been docketed as case number 20-CA-196911. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

Investigator: This charge is being investigated by Field Examiner JANAY M. PARNELL whose telephone number is (415)356-5159. If this Board agent is not available, you may contact Supervisory Field Examiner OLIVIA VARGAS whose telephone number is (628)221-8876.

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing *Form NLRB-4701, Notice of Appearance*. This form is available on our website, www.nlr.gov, or at the Regional office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

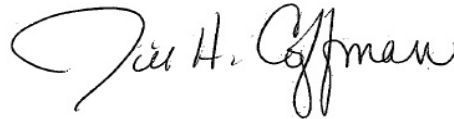
Presentation of Your Evidence: As the party who filed the charge in this case, it is your responsibility to meet with the Board agent to provide a sworn affidavit, or provide other witnesses to provide sworn affidavits, and to provide relevant documents within your possession. Because we seek to resolve labor disputes promptly, you should be ready to promptly present your affidavit(s) and other evidence. If you have not yet scheduled a date and time for the Board agent to take your affidavit, please contact the Board agent to schedule the affidavit(s). If you fail to cooperate in promptly presenting your evidence, your charge may be dismissed without investigation.

Procedures: We strongly urge everyone to submit all documents and other materials by E-Filing (not e-mailing) through our website www.nlr.gov. However, the Agency will continue to accept timely filed paper documents. Please include the case name and number indicated above on all your correspondence regarding the charge.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website www.nlr.gov or from the Regional Office upon your request. *NLRB Form 4541, Investigative Procedures* offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

A handwritten signature in black ink, appearing to read "Jill H. Coffman". The signature is fluid and cursive, with the first name "Jill" and last name "Coffman" clearly distinguishable.

JILL H. COFFMAN
Regional Director

NATIONAL LABOR RELATIONS BOARD

NOTICE OF APPEARANCE

SUTTER VALLEY HOSPITALS dba SUTTER
MEDICAL CENTER, SACRAMENTO,

and

Employer,

CASE 20-CA-196911

(b) (6), (b) (7)(C)

Charging Party.

☒ REGIONAL DIRECTOR

☐ EXECUTIVE SECRETARY
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

☐ GENERAL COUNSEL
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

THE UNDERSIGNED HEREBY ENTERS APPEARANCE AS REPRESENTATIVE OF _____
Sutter Valley Hospitals dba Sutter Medical Center, Sacramento

IN THE ABOVE-CAPTIONED MATTER.

CHECK THE APPROPRIATE BOX(ES) BELOW:

☒ REPRESENTATIVE IS AN ATTORNEY

☒ IF REPRESENTATIVE IS AN ATTORNEY, IN ORDER TO ENSURE THAT THE PARTY MAY RECEIVE COPIES OF CERTAIN DOCUMENTS OR CORRESPONDENCE FROM THE AGENCY IN ADDITION TO THOSE DESCRIBED BELOW, THIS BOX MUST BE CHECKED. IF THIS BOX IS NOT CHECKED, THE PARTY WILL RECEIVE ONLY COPIES OF CERTAIN DOCUMENTS SUCH AS CHARGES, PETITIONS AND FORMAL DOCUMENTS AS DESCRIBED IN SEC. 11842.3 OF THE CASEHANDLING MANUAL.

(REPRESENTATIVE INFORMATION)

NAME: Jatinder K. Sharma, Esq.

MAILING ADDRESS: Sutter Health -- Office of the General Counsel
2200 River Plaza Drive, Sacramento, CA 95833

E-MAIL ADDRESS: SharmaJ1@Sutterhealth.org

OFFICE TELEPHONE NUMBER: (916) 286-6746

CELL PHONE NUMBER: _____ FAX: (916) 286-6577

SIGNATURE: _____

(Please sign in ink.) 5/1/17

DATE: _____

¹ IF CASE IS PENDING IN WASHINGTON AND NOTICE OF APPEARANCE IS SENT TO THE GENERAL COUNSEL OR THE EXECUTIVE SECRETARY, A COPY SHOULD BE SENT TO THE REGIONAL DIRECTOR OF THE REGION IN WHICH THE CASE WAS FILED SO THAT THOSE RECORDS WILL REFLECT THE APPEARANCE.

From: [Parnell, Janay](#)
To: ["Sharma, Jatinder"](#)
Cc: [Ostrem, Eric](#)
Subject: RE: SMCS/(b) (6), (b) (7)(C) -- 20-CA-196911, 20-CA-196918, 20-CA-196913
Date: Tuesday, May 2, 2017 5:01:39 PM
Attachments: [CHG.20-CA-197833.Charge.pdf](#)

Mr. Sharma,

Attached is the CNA charge.

Sincerely,
Janay

Janay Parnell
Field Examiner - Sacramento Resident Agent
National Labor Relations Board
901 Market Street, Suite 400
San Francisco, CA 94103

Phone: (202) 406-0912
Fax: (415) 356-5156

From: Sharma, Jatinder [mailto:SharmaJ1@sutterhealth.org]
Sent: Monday, May 01, 2017 10:53 AM
To: Parnell, Janay <Janay.Parnell@nlrb.gov>
Cc: Ostrem, Eric <OstremE@sutterhealth.org>
Subject: SMCS/(b) (6), (b) (7)(C) -- 20-CA-196911, 20-CA-196918, 20-CA-196913

Janay,

We represent the employer, Sutter Medical Center Sacramento (SMCS) in the above-referenced matters. We were forwarded copies of the ULPs on Friday, April 29 by an NLRB agent in Region 32 so have only recently become aware that they had been filed.

We will file a Notice of Appearance shortly, but in the meantime we would appreciate the opportunity to discuss these matters with you. Thank you.

Regards,
Jay

Jatinder K. Sharma
Assistant General Counsel, Labor
Sutter Health - Office of the General Counsel
T: 916-286-6746
F: 916-286-6577

SharmaJ1@sutterhealth.org

Want to recognize a colleague: [Click here](#)

From: (b) (6), (b) (7)(C), (b) (7)(D)
To: [Parnell, Janay](mailto:Janay.Parnell@nlrb.gov)
Subject: Re: Sutter Medical Center, Sacramento, Case 20-CA-196918
Date: Tuesday, May 2, 2017 11:29:00 PM

Thank you very much!

(b) (6), (b) (7)(C), (b) (7)(D)

On May 2, 2017, at 6:12 PM, Parnell, Janay <Janay.Parnell@nlrb.gov> wrote:

(b) (6), (b) (7)(C), (b) (7)(D)

I received your voicemail. Attached is a copy of your affidavit. You can forward it to the Union's Attorney if you wish to do so. (Unfortunately, I cannot send it directly to the Union's Attorney myself.)

Sincerely,
Janay

Janay Parnell
Field Examiner - Sacramento Resident Agent
National Labor Relations Board
901 Market Street, Suite 400
San Francisco, CA 94103

Phone: (202) 406-0912
Fax: (415) 356-5156

CONFIDENTIALITY NOTICE:
OFFICIAL GOVERNMENT BUSINESS

THIS COMMUNICATION IS INTENDED FOR THE SOLE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THIS COMMUNICATION IS NOT THE INTENDED RECIPIENT OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION, OR COPYING OF THIS COMMUNICATION MAY BE STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY ME IMMEDIATELY BY TELEPHONE CALL, AND RETURN COMMUNICATION TO ME AT THE ADDRESS ABOVE VIA UNITED STATES POSTAL SERVICE. THANK YOU.

<AFF.20-CA-196911. (b) (6), (b) (7)(C), (b) (7)(D).pdf>

From: [Parnell, Janay](#)
To: (b) (6), (b) (7)(C), (b) (7)(D)
Subject: RE: Sutter Medical Center, Sacramento, 20-CA-196911
Date: Friday, May 5, 2017 5:35:00 PM

(b) (6), (b) (7)

It's fine if you just e-mail me the video. Do you know for sure if any members of management saw the video?

Thanks,
Janay

Janay Parnell
Field Examiner - Sacramento Resident Agent
National Labor Relations Board
901 Market Street, Suite 400
San Francisco, CA 94103

Phone: (202) 406-0912
Fax: (415) 356-5156

From: (b) (6), (b) (7)(C), (b) (7)(D) [mailto:(b) (6), (b) (7)(C), (b) (7)(D)]
Sent: Friday, May 05, 2017 1:20 AM
To: Parnell, Janay <Janay.Parnell@nrlrb.gov>
Subject: Re: Sutter Medical Center, Sacramento, 20-CA-196911

Dear Janay:

Thank you again for meeting with me today.

Tonight, at one of the union meetings, (b) (6), (b) (7)(C) from Sutter Roseville Medical Center was there and (b) (6), (b) (7)(C) reminded me that (b) (6), (b) (7)(C) saw me speak last June at CNA's Staff Nurse Assembly in Chicago. I spoke to over 2,000 people regarding patient safety, and why I was organizing for the CNA at SMCS. I had not thought about that speech in the context of Sutter firing me, until (b) (6), (b) (7)(C) reminded me of it tonight. I am wondering if there is any chance that I could ask you to view or use a video of that speech in affirming that there is a high likelihood that Sutter knew about my organizing efforts.

Even at the conference, one of the people who heard me speak told me that (b) (6), (b) (7)(C) had sent a short snippet of my speech to a friend of (b) (6), (b) (7)(C) who worked at Sutter. I had to ask (b) (6), (b) (7)(C) to tell (b) (6), (b) (7)(C) friend to delete it immediately (I even happen to remember who it was and can give you (b) (6), (b) (7)(C) name if you would like). We knew at the time that it was risking exposing the union campaign to have me speak so publicly, but the union wanted to risk it in order to gain membership support.

At any rate, I am not sure if I would need to meet you again in order to add the video into an affidavit, or whether I could just email you the video I have.

Thank you again, and thank you for considering this request.

(b) (6), (b) (7)(C), (b) (7)(D)

-----Original Message-----

From: Parnell, Janay <Janay.Parnell@nrlrb.gov>

To: (b) (6), (b) (7)(C), (b) (7)(D)

Sent: Thu, May 4, 2017 4:48 pm

Subject: RE: Sutter Medical Center, Sacramento, 20-CA-196911

(b) (6), (b) (7)

Attached is a copy of your affidavit from today.

Sincerely,

Janay

Janay Parnell

Field Examiner - Sacramento Resident Agent

National Labor Relations Board

901 Market Street, Suite 400

San Francisco, CA 94103

Phone: (202) 406-0912

Fax: (415) 356-5156

From: Parnell, Janay

Sent: Friday, April 28, 2017 9:33 AM

To: (b) (6), (b) (7)(C), (b) (7)(D)

Subject: RE: Sutter Medical Center, Sacramento, 20-CA-196911

(b) (6), (b) (7)

You're welcome. Please bring a copy of your termination notice to the meeting.

Thanks,

Janay

Janay Parnell

Field Examiner - Sacramento Resident Agent

National Labor Relations Board

901 Market Street, Suite 400

San Francisco, CA 94103

Phone: (202) 406-0912

Fax: (415) 356-5156

From: (b) (6), (b) (7)(C), (b) (7)(D) [[\(b\) \(6\), \(b\) \(7\)\(C\), \(b\) \(7\)\(D\)](mailto:(b) (6), (b) (7)(C), (b) (7)(D))]

Sent: Thursday, April 27, 2017 1:07 PM

To: Parnell, Janay <Janay.Parnell@nrlrb.gov>

Subject: Re: Sutter Medical Center, Sacramento, 20-CA-196911

Dear Janay:

Thank you so much for responding so quickly. I will absolutely be available for you on May 4th at 11am.
Thank you again.

(b) (6), (b) (7)(C), (b) (7)(D)

-----Original Message-----

From: Parnell, Janay <Janay.Parnell@nrlrb.gov>

To: (b) (6), (b) (7)(C), (b) (7)(D) >

Sent: Thu, Apr 27, 2017 10:56 am

Subject: RE: Sutter Medical Center, Sacramento, 20-CA-196911

Thank you for letting me know. I'll need to take a follow-up affidavit from you to discuss what happened during your termination meeting. Are you available for me to take your follow-up affidavit on Thursday, May 4th at 11am at the same Starbucks as before?

Janay Parnell
Field Examiner - Sacramento Resident Agent
National Labor Relations Board
901 Market Street, Suite 400
San Francisco, CA 94103

Phone: (202) 406-0912

Fax: (415) 356-5156

From: (b) (6), (b) (7)(C), (b) (7)(D) [[\(mailto:\(b\) \(6\), \(b\) \(7\)\(C\), \(b\) \(7\)\(D\)\)](mailto:(b) (6), (b) (7)(C), (b) (7)(D))]

Sent: Thursday, April 27, 2017 10:51 AM

To: Parnell, Janay <Janay.Parnell@nrlrb.gov>

Subject: Re: Sutter Medical Center, Sacramento, 20-CA-196911

Hi Janay:

I wanted to let you know that Sutter terminated my employment (b) (6), (b) (7)(C), (b) (7)(D). (b) (6), (b) (7)(C) were placed on Corrective Action Notices for the next year. I can text you a photo of the letter they gave me citing their reasons for termination. Please tell me if you would like me to do so.

(b) (6), (b) (7)(C) refused to tell us who the "witnesses" are that saw us and also to tell us whether or not they had looked at the camera tape in that hallway. I would like that tape preserved and am wondering if you have the authority to ask them to keep that tape. It will show that we did not do anything remotely like the actions described, nor that these "witnesses" were anywhere close enough to act in the way they are described as intervening.
Thank you.

(b) (6), (b) (7)(C), (b) (7)(D)

-----Original Message-----

From: Parnell, Janay <Janay.Parnell@nrlrb.gov>

To: (b) (6), (b) (7)(C), (b) (7)(D)

Sent: Tue, Apr 25, 2017 9:14 am

Subject: RE: Sutter Medical Center, Sacramento, 20-CA-196911

Here you go...

Janay Parnell
Field Examiner - Sacramento Resident Agent
National Labor Relations Board
901 Market Street, Suite 400
San Francisco, CA 94103

Phone: (202) 406-0912

Fax: (415) 356-5156

From: (b) (6), (b) (7)(C), (b) (7)(D) [mailto:(b) (6), (b) (7)(C), (b) (7)(D)]

Sent: Tuesday, April 25, 2017 9:04 AM

To: Parnell, Janay <Janay.Parnell@nlrb.gov>

Subject: Re: Sutter Medical Center, Sacramento, 20-CA-196911

Dear Janay:

I know that you are busy and have many cases, but I was wondering if it would be possible for you to send me a copy of my affidavit from last Friday?

Thank you so much.

(b) (6), (b) (7)(C), (b) (7)(D)

-----Original Message-----

From: Parnell, Janay <Janay.Parnell@nlrb.gov>

To: (b) (6), (b) (7)(C), (b) (7)(D)

Sent: Thu, Apr 20, 2017 4:50 pm

Subject: Sutter Medical Center, Sacramento, 20-CA-196911

(b) (6), (b) (7)

For your affidavit tomorrow, please just bring all of the documents that we discussed yesterday that you think are relevant. (Don't worry about sending me any of the documents in advance.)

Thanks,
Janay

Janay Parnell
Field Examiner - Sacramento Resident Agent
National Labor Relations Board
901 Market Street, Suite 400
San Francisco, CA 94103

Phone: (202) 406-0912

Fax: (415) 356-5156



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 20
901 Market Street, Suite 400
San Francisco, CA 94103-1738

Agency Website: www.nlrb.gov
Telephone: (415)356-5130
Fax: (415)356-5156

May 5, 2017

(b) (6), (b) (7)(C), (b) (7)(D)

Re: Sutter Medical Center, Sacramento
Case 20-CA-197780

Dear (b) (6), (b) (7)(C), (b) (7)(D):

I have called you on multiple occasions and left you multiple voicemails requesting that you call me to schedule your affidavit for the above-captioned case. However, to date you have not returned any of my phone calls.

I need to have your affidavit completed by the close of business on **Friday, May 12, 2017**. If I have not completed your affidavit by the due date or spoken with you and agreed to another date, then I will recommend that the Region dismiss your charge due to your lack of cooperation. Please call me at 202-406-0912 as soon as possible so that we can schedule your affidavit.

Sincerely,

A handwritten signature in cursive script, appearing to read "Janay Parnell", is written above the typed name.

Janay Parnell

From: (b) (6), (b) (7)(C)
To: [Parnell, Janay](#)
Subject: Video of (b) (6), (b) (7)(C) at Staff Nurse Assembly, June, 2016
Date: Monday, May 8, 2017 6:52:24 PM

Attachment available until Jun 7, 2017

Hi Janay:

Sorry this took so long. The video was on my phone but the file size is too big to email from there. Anyway, no, I am not sure that any management members saw the video. As I said, over 2,000 nurses were at the Staff Nurse Assembly last year, and attended that morning.

Thank you again.

(b) (6), (b) (7)(C)

[Click to Download](#)

IMG_0006.m4v
502.7 MB

From: [Marie Walcek](#)
To: [Parnell, Janay](#)
Subject: RE: Sutter Medical Center, Sacramento, 20-CA-197833
Date: Tuesday, May 9, 2017 1:05:22 PM

OK I understand—will let (b) (6), (b) (7)(F) know that (b) (6), (b) (7)(F) should plan to meet you on Thursday at the 3230 Arena Blvd location.

And thank you for checking in with the RA on (b) (6), (b) (7)(F) affidavit attachment issue. Appreciate your having done so and glad to hear there are no concerns.

Thanks again,
Marie

Marie Walcek
California Nurses Association
National Nurses United
155 Grand Ave., Oakland, CA 94612
Office: 510-433-2742

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From: Parnell, Janay [mailto:Janay.Parnell@nrlrb.gov]
Sent: Tuesday, May 09, 2017 9:50 AM
To: Marie Walcek
Subject: RE: Sutter Medical Center, Sacramento, 20-CA-197833

Thank you. Regarding the location of the affidavit, due to government budgetary travel constraints, I'd prefer to keep the location at 3230 Arena Blvd.

I looked into your question regarding (b) (6), (b) (7)(F) affidavit attachment, and (b) (6), (b) (7)(F) affidavit is fine as it is.

Janay Parnell
Field Examiner - Sacramento Resident Agent
National Labor Relations Board
901 Market Street, Suite 400
San Francisco, CA 94103

Phone: (202) 406-0912
Fax: (415) 356-5156

From: Marie Walcek [mailto:MWalcek@calnurses.org]
Sent: Tuesday, May 09, 2017 9:36 AM
To: Parnell, Janay <Janay.Parnell@nrlrb.gov>
Subject: RE: Sutter Medical Center, Sacramento, 20-CA-197833

Great—thank you, Janay. (b) (6), (b) (7)(C) confirmed that (b) (6), (b) (7)(C) can meet at 10AM on Thursday. (b) (6), (b) (7)(C) actually lives in (b) (6), (b) (7)(C), (b) (7)(D) so asked if there's any way that you all could meet up at a Starbucks a little closer to that end of town? (b) (6), (b) (7)(C) suggested the Starbucks at (b) (6), (b) (7)(C), (b) (7)(D)—let me know if possible. I understand if not. Please also find below background and offer of proof for (b) (6), (b) (7)(C), (b) (7)(D) affidavit. If there's anything else that would be helpful from our end for (b) (6), (b) (7)(C), (b) (7)(D) affidavit please let me know. I also wanted to check in to see if have had a chance to check in with your RA about the incorporation of the attachments to (b) (6), (b) (7)(C), (b) (7)(D) affidavit? If so, please let me know if there's anything additional we (b) (6), (b) (7)(C), (b) (7)(D) will need to do for (b) (6), (b) (7)(C), (b) (7)(D) affidavit or if it's fine as is.

(b) (6), (b) (7)(C), (b) (7)(D) will testify to the following:

(b) (6), (b) (7)(C), (b) (7)(D)



(b) (6), (b) (7)(C), (b) (7)(D)



Thanks again and please feel free to reach out if helpful to discuss further,
Marie

Marie Walcek
California Nurses Association
National Nurses United
155 Grand Ave., Oakland, CA 94612
Office: 510-433-2742

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From: Parnell, Janay [<mailto:Janay.Parnell@nlrb.gov>]
Sent: Monday, May 08, 2017 4:40 PM

To: Marie Walcek
Subject: RE: Sutter Medical Center, Sacramento, 20-CA-197833

Marie,

I'm available to take (b) (6), (b) (7)(C) affidavit on Thursday at 10am at the Starbucks located at (b) (6), (b) (7)(C) (b) (6), (b) (7)(C). Please ask (b) (6), (b) (7)(C) to bring any relevant documents with (b) (6), (b) (7)(C) to (b) (6), (b) (7)(C) affidavit. Also, please ask (b) (6), (b) (7)(C) to bring (b) (6), (b) (7)(C) cell phone with (b) (6), (b) (7)(C) and to call me at the phone number below when (b) (6), (b) (7)(C) arrives at Starbucks. (b) (6), (b) (7)(C) affidavit will take approximately 3 hours to complete.

Thanks,
Janay

Janay Parnell
Field Examiner - Sacramento Resident Agent
National Labor Relations Board
901 Market Street, Suite 400
San Francisco, CA 94103

Phone: (202) 406-0912
Fax: (415) 356-5156

From: Marie Walcek [<mailto:MWalcek@calnurses.org>]
Sent: Monday, May 08, 2017 3:55 PM
To: Parnell, Janay <Janay.Parnell@nrlrb.gov>
Subject: RE: Sutter Medical Center, Sacramento, 20-CA-197833

Hi Janay,

I just got off the phone with (b) (6), (b) (7)(C) who said (b) (6), (b) (7)(C) is available to meet with you for an affidavit on Thursday if that still works for you—(b) (6), (b) (7)(C) is fairly flexible on timing but would prefer morning if you're available then. Please let me know and we'll go ahead and confirm (b) (6), (b) (7)(C). I left you a voicemail as well, so feel free to call to discuss.

Thanks,
Marie

Marie Walcek
California Nurses Association
National Nurses United
155 Grand Ave., Oakland, CA 94612
Office: 510-433-2742

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From: Parnell, Janay [<mailto:Janay.Parnell@nlrb.gov>]
Sent: Friday, May 05, 2017 8:56 AM
To: Marie Walcek
Subject: Sutter Medical Center, Sacramento, 20-CA-197833

Ms. Walcek,

As I mentioned yesterday, I have left multiple messages for (b) (6), (b) (7)(C), (b) (7)(D) attempting to schedule (b) (6), (b) (7)(C) affidavit, and to date, (b) (6), (b) (7)(C) has not returned any of my phone calls. I need to have (b) (6), (b) (7)(C) affidavit completed by the close of business on Friday, May 12, 2017. If I have not completed (b) (6), (b) (7)(C) affidavit by the due date or spoken with you and agreed to another date, then I will make my recommendations for the allegations pertaining to (b) (6), (b) (7)(C) based on the evidence that has been submitted as of the due date.

Please note that failure to schedule (b) (6), (b) (7)(C), (b) (7)(D) affidavit by the above date, may result in the dismissal of the allegations pertaining to (b) (6), (b) (7)(C), for lack of cooperation. If you have any questions, then please call me at the phone number below.

Sincerely,
Janay

Janay Parnell
Field Examiner - Sacramento Resident Agent
National Labor Relations Board
901 Market Street, Suite 400
San Francisco, CA 94103

Phone: (202) 406-0912
Fax: (415) 356-5156

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From: [Parnell, Janay](#)
To: [Sharma, Jatinder](#)
Subject: Fwd: Sutter Medical Center, Sacramento, 20-CA-196911 et al.
Date: Monday, May 22, 2017 6:41:35 PM
Attachments: [LTR. Request for Evidence Letter.pdf](#)

Mr. Sharma,

Please see the attached letter requesting your response to the above-captioned charge and the related charges. I will be out of the office the rest of today and tomorrow, but I will be back in the office on Wednesday if you have any questions or would like to discuss the letter.

Sincerely,
Janay

Janay Parnell
Field Examiner - Sacramento Resident Agent
National Labor Relations Board
901 Market Street, Suite 400
San Francisco, CA 94103

Phone: (202) 406-0912
Fax: (415) 356-5156

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UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 20
901 Market Street, Suite 400
San Francisco, CA 94103-1738

Agency Website: www.nlrb.gov
Telephone: (415)356-5130
Fax: (415)356-5156

May 22, 2017

Sent Via E-Mail

Jatinder K. Sharma, Esq.
Sutter Health -- Office of the General Counsel
2200 River Plaza Drive
Sacramento, CA 95833

Re: Sutter Medical Center, Sacramento
Case 20-CA-196911, et al.

Dear Mr. Sharma:

I am writing this letter to advise you that it is now necessary for me to take evidence from Sutter Medical Center, Sacramento, herein called the Employer, regarding the allegations raised in the investigation of the above-referenced matter. Set forth below are the allegations and issues on which your evidence is needed, a request to take affidavits, a request for documentary evidence, a request for your position on 10(j) relief, and the date for providing your evidence.

Allegations and Issues: The allegations and issues on which I am seeking your evidence and position are as follows:

1. In Case 20-CA-196911, former employee (b) (6), (b) (7)(C) is alleging that the Employer violated the National Labor Relations Act by engaging in the following conduct:
 - A. On or about (b) (6), (b) (7)(C) 2017, the Employer placed (b) (6), (b) (7)(C) on administrative leave in retaliation for (b) (6), (b) (7)(C) engaging in the following protected concerted activities:
 - a. On or about February 19, 2016, (b) (6), (b) (7)(C) and a group of (b) (6), (b) (7)(C) co-workers met with (b) (6), (b) (7)(C) and voiced their concerns regarding their working conditions, including staffing ratios and break relief.
 - b. Since approximately August 2015, (b) (6), (b) (7)(C) has voiced (b) (6), (b) (7)(C) concerns at staff meetings regarding the employees' working conditions, including staffing ratios.
 - c. On or about April 11, 2017, (b) (6), (b) (7)(C) and a group of (b) (6), (b) (7)(C) co-workers had a conversation with (b) (6), (b) (7)(C) in which they

voiced their concerns regarding their working conditions, including staffing ratios.

- B. On or about (b) (6), (b) (7)(C) 2017, when (b) (6), (b) (7)(C) was placed on administrative leave, the Employer conveyed a policy to (b) (6), (b) (7)(C) that prohibited (b) (6), (b) (7)(C) from discussing (b) (6), (b) (7)(C) administrative leave investigation with (b) (6), (b) (7)(C) co-workers.
2. In Case 20-CA-196918, employee (b) (6), (b) (7)(C) is alleging that the Employer violated the National Labor Relations Act by engaging in the following conduct:
 - A. On or about (b) (6), (b) (7)(C) 2017, the Employer placed (b) (6), (b) (7)(C) on administrative leave in retaliation for (b) (6), (b) (7)(C) engaging in the following protected concerted activities:
 - a. On or about September 10, 2015, (b) (6), (b) (7)(C) and a group of (b) (6), (b) (7)(C) co-workers wrote a letter to (b) (6), (b) (7)(C) and voiced their concerns regarding their working conditions, including floating.
 - b. In December 2015, February 2016, and May 2016, (b) (6), (b) (7)(C) filed complaints against the Employer with the California Department of Public Health regarding staffing ratio concerns.
 - d. Since approximately August 2015, (b) (6), (b) (7)(C) has voiced (b) (6), (b) (7)(C) concerns at staff meetings regarding the employees' working conditions, including staffing ratios and non-ergonomic desks.
 - e. On or about April 11, 2017, (b) (6), (b) (7)(C) and a group of (b) (6), (b) (7)(C) co-workers had a conversation with (b) (6), (b) (7)(C) in which they voiced their concerns regarding their working conditions, including staffing ratios.
 - B. On or about (b) (6), (b) (7)(C) 2017, when (b) (6), (b) (7)(C) was placed on administrative leave, the Employer conveyed a policy to (b) (6), (b) (7)(C) that prohibited (b) (6), (b) (7)(C) from discussing (b) (6), (b) (7)(C) administrative leave investigation with (b) (6), (b) (7)(C) co-workers.
 3. In Case 20-CA-196913, employee (b) (6), (b) (7)(C) is alleging that the Employer violated the National Labor Relations Act by engaging in the following conduct:
 - A. On or about (b) (6), (b) (7)(C) 2017, the Employer placed (b) (6), (b) (7)(C) on administrative leave in retaliation for (b) (6), (b) (7)(C) engaging in the following protected concerted activities:
 - a. Since approximately August 2015, (b) (6), (b) (7)(C) has voiced (b) (6), (b) (7)(C) concerns at staff meetings regarding staffing ratios.
 - b. On or about April 11, 2017, (b) (6), (b) (7)(C) and a group of (b) (6), (b) (7)(C) co-workers had a conversation with (b) (6), (b) (7)(C) in which they voiced their concerns regarding their working conditions, including staffing ratios.

- B. On or about (b) (6), (b) (7)(C) 2017, when (b) (6), (b) (7) was placed on administrative leave, the Employer conveyed a policy to (b) (6), (b) (7)(C) that prohibited (b) (6), (b) (7)(C) from discussing (b) (6), (b) (7)(C) administrative leave investigation with (b) (6), (b) (7)(C) co-workers.
4. In Case 20-CA-197780, employee (b) (6), (b) (7)(C) is alleging that the Employer violated the National Labor Relations Act by engaging in the following conduct:
- A. On or about April 20, 2017, (b) (6), (b) (7)(C) called (b) (6), (b) (7)(C) to the office and conveyed a policy to (b) (6), (b) (7)(C) that prohibited (b) (6), (b) (7)(C) from discussing the administrative leave investigations of (b) (6), (b) (7)(C) with (b) (6), (b) (7)(C) co-workers.
- B. During the aforementioned meeting with (b) (6), (b) (7)(C) interrogated (b) (6), (b) (7)(C) regarding (b) (6), (b) (7)(C) discussions with (b) (6), (b) (7)(C) about their administrative leave.
5. In Case 20-CA-197833, the California Nurses Association, herein called the Union, is alleging that the Employer violated the National Labor Relations Act by engaging in the following conduct:
- A. The Union is alleging that the Employer has maintained and enforced an unlawful policy prohibiting employees from discussing investigations of alleged employee misconduct and/or discipline of employees. (This is duplicative of the allegations in the aforementioned charges.)
- B. The Union is alleging that during (b) (6), (b) (7)(C) conversation with (b) (6), (b) (7)(C) on or about April 20, 2017, (b) (6), (b) (7)(C) interrogated (b) (6), (b) (7)(C) regarding (b) (6), (b) (7)(C) discussions with (b) (6), (b) (7)(C) about their administrative leave. (This is duplicative of the second allegation in Case 20-CA-197780.)
- C. The Union is alleging that during (b) (6), (b) (7)(C) conversation with (b) (6), (b) (7)(C) on or about April 20, 2017, (b) (6), (b) (7)(C) threatened (b) (6), (b) (7)(C) with reprisals if (b) (6), (b) (7)(C) continued to have discussions with (b) (6), (b) (7)(C) about their administrative leave.
- D. The Union is alleging that the Employer placed (b) (6), (b) (7)(C) on unpaid administrative leave and subsequently terminated (b) (6), (b) (7)(C) on or about (b) (6), (b) (7)(C) 2017, in retaliation for (b) (6), (b) (7)(C) engaging in protected concerted activities, in retaliation for (b) (6), (b) (7)(C) engaging in activities with the Union, and in retaliation for (b) (6), (b) (7)(C) filing Case 20-CA-196911.
- E. The Union is alleging that the Employer placed (b) (6), (b) (7)(C) on unpaid administrative leave and subsequently issued (b) (6), (b) (7)(C) a corrective action on or about (b) (6), (b) (7)(C) 2017, in retaliation for (b) (6), (b) (7)(C) engaging in protected concerted activities, in retaliation for (b) (6), (b) (7)(C) engaging in activities with the Union, and in retaliation for (b) (6), (b) (7)(C) filing Case 20-CA-196918.

- F. The Union is alleging that the Employer placed (b) (6), (b) (7) on unpaid administrative leave and subsequently issued (b) (6), (b) (7)(C) a corrective action on or about (b) (6), (b) (7)(C) 2017, in retaliation for (b) (6), (b) (7)(C) engaging in protected concerted activities, in retaliation for (b) (6), (b) (7)(C) engaging in activities with the Union, and in retaliation for (b) (6), (b) (7)(C) filing Case 20-CA-196913.

Board Affidavits: I am requesting to take affidavits from (b) (6), (b) (7)(C), (b) (7)(D) (b) (6), (b) (7)(C), (b) (7)(D) and any other individuals that you believe have information relevant to the investigation of this matter. I am also requesting your position on whether (b) (6), (b) (7)(C) is a Section 2(11)¹ supervisor. Please be advised that the failure to present representatives who would appear to have information relevant to the investigation of this matter, for the purposes of my taking sworn statements from them, constitutes less than complete cooperation in the investigation of the charges.

Documents: Please provide the following documents, along with any and all other evidence that you deem to be relevant to the cases:

1. Please provide me with a completed version of the Commerce Questionnaire that can be found at:

<https://www.nlr.gov/sites/default/files/attachments/basic-page/node-3040/NLRB%205081.pdf>
2. Please provide me with copies of the Employer's discipline policy, workplace violence policy, confidentiality policies regarding administrative leave investigations, and all other policies that are relevant to the issues in the charges.
3. Please provide the approximate date(s) that the Employer first learned that (b) (6), (b) (7)(C) were engaging in Union activities, and please provide any supporting documentary evidence.
4. Please explain whether, during an Advanced Life Support Meeting in 2016, (b) (6), (b) (7)(C) stated that if the employees got the Union, then the Employer wouldn't have ALS nurses anymore. If this statement or any similar statements were made, then please provide me with (b) (6), (b) (7)(C) versions of the meeting where the statement was made and the date of the meeting. Also, please provide any supporting documentary evidence.
5. Please explain the reason(s) that (b) (6), (b) (7)(C) were placed on administrative leave and please provide any supporting documentary evidence.

¹ As you know, Section 2(11) of the Act states, "The term supervisor means any individual having authority, in the interest of the employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibility to direct them, or to adjust their grievances, or to effectively recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment."

6. Please provide all evidence that the Employer obtained during its investigation into the incident that resulted in (b) (6), (b) (7)(C) being placed on administrative leave, including but not limited to internal memoranda, witness statements, e-mails, letters, and/or notes, regarding and/or discussing the incident.
7. Please provide me with any video footage of the incident that resulted in (b) (6), (b) (7)(C) being placed on administrative leave.
8. Please explain the reason that the Employer decided to terminate (b) (6), (b) (7)(C) after completing its investigation while (b) (6), (b) (7)(C) was on administrative leave. Please provide any supporting documentary evidence.
9. Please explain the reason that the Employer decided to discipline (b) (6), (b) (7)(C) after completing its investigation while they were on administrative leave. Please provide any supporting documentary evidence.
10. Please explain whether any other employees have engaged in conduct that was similar to the conduct for which (b) (6), (b) (7)(C) were placed on administrative leave.
 - A. If so, then please explain whether or not the other employees were placed on administrative leave, disciplined, and/or terminated, and please provide supporting documentary evidence.
 - B. If any employees engaged in similar conduct and were not placed on administrative leave, then please provide an explanation and supporting documentary evidence showing the reason(s) that the Employer did not place the other employees on administrative leave.
 - C. If any employees engaged in similar conduct and were not disciplined, then please provide an explanation and supporting documentary evidence showing the reason(s) that the Employer did not discipline the other employees.
 - D. If any employees engaged in similar conduct and were not terminated, then please provide an explanation and supporting documentary evidence showing the reason(s) that the Employer did not terminate the other employees.
11. Please provide me with copies of all administrative leave notices, disciplinary notices, and termination notices that the Employer has issued to employees from May 19, 2015 to date.
12. Please provide me with (b) (6), (b) (7)(C) version of (b) (6), (b) (7)(C) conversations with (b) (6), (b) (7)(C) where (b) (6), (b) (7)(C) placed them on administrative leave. Please provide any supporting documentary evidence, including but not limited to internal memoranda, e-mails, letters, and/or notes, regarding and/or discussing the conversations.

13. Please provide me with (b) (6), (b) (7)(C) version of the conversation that (b) (6), (b) (7)(C) had with (b) (6), (b) (7)(C) on or about April 20, 2017 regarding (b) (6), (b) (7)(C) discussions with (b) (6), (b) (7)(C) about their administrative leave. Please also provide any supporting documentary evidence, such as notes, from the conversation.
14. Please explain whether the Employer has a policy regarding employees who are on administrative leave not discussing their administrative leave investigations with their co-workers. If so, then please explain whether the Employer applies the policy to all administrative leave investigations, or applies the policy on a case-by-case basis.
15. Please explain the reason(s) that the Employer did not want (b) (6), (b) (7)(C) administrative leave investigations to be discussed with their co-workers, and please address the following questions:
 - A. Please explain whether the Employer feared that a corruption of its investigation would likely occur without confidentiality, and please provide the Employer's rationale.
 - B. Please explain whether witnesses needed protection, and please provide the Employer's rationale.
 - C. Please explain whether evidence was in danger of being destroyed, and please provide the Employer's rationale.
 - D. Please explain whether testimony was in danger of being fabricated, or whether there was a need to prevent a cover up, and please provide the Employer's rationale.

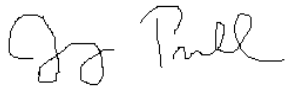
Position on 10(j) Relief: You are also requested to provide the Employer's position as to the appropriateness of Section 10(j) injunctive relief in this matter. As you may know, Section 10(j) of the Act permits the NLRB to ask a federal district court "for appropriate temporary relief or restraining order" pending the Board's resolution of an unfair labor practice charge. The district court is authorized to grant "such temporary relief or restraining order as it deems just and proper." If the Region determines the Employer has violated the Act as alleged, the Region will consider whether to seek injunctive relief in this matter. Accordingly, please provide your position, legal theory, case law, and supporting evidence regarding whether injunctive relief would be appropriate for the alleged violations in these cases and whether such injunctive relief would be just and proper. I wish to emphasize that the Region has not yet made a decision as to whether the Employer has violated the Act as alleged. Rather, we want to provide you with adequate notice that injunctive relief will be considered if such a decision is made.

Date for Submitting Evidence: To resolve this matter as expeditiously as possible, you must provide your evidence and position in this matter by Monday, June 5, 2017. If you are willing to allow me to take affidavits, then please contact me as soon as possible to schedule a time to take affidavits. Electronic filing of position statements and documentary evidence

through the Agency website is preferred but not required. To file electronically, go to **www.nlrb.gov**, select **E-File Documents**, enter the **NLRB case number**, and follow the detailed instructions. It is Agency policy that full and complete cooperation on your part in this investigation includes timely providing all material witnesses under your control to the investigating Board agent so that the witnesses' statements can be reduced to affidavit form, and providing all relevant documentary evidence requested by the Board agent. The mere submission of a position letter or memorandum, or the submission of affidavits not taken by a Board agent, does not constitute full and complete cooperation. The Region seeks such full and complete cooperation by the close of business on **Monday, June 5, 2017**. If I have not received all of your evidence by the due date or spoken with you and agreed to another date, then it will be necessary for me to make my recommendations based upon the information available to me at that time. Additionally, the Region will consider all of its options in order to complete its investigation, including the possibility of issuing investigative subpoenas for the witnesses and documents requested in this letter.

Please contact me at your earliest convenience on my Agency cell phone, (202)406-0912, or e-mail, janay.parnell@nlrb.gov, so that we can discuss how you would like to provide evidence, and so that I can answer any questions you have with regard to the issues in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Janay Parnell". The signature is fluid and cursive, with the first name "Janay" and last name "Parnell" clearly distinguishable.

Janay Parnell
Field Examiner

From [mailto:Ost-emeE@sutte.health.o.g]
To Sha ma, Jatinder
Subject RE: ["Ext: nal"] Fwd: Sutte Medical Centre, Sacramento: 20-CA-196911 et al.
Date Wednesday, May 31, 2017 12:38:00 PM
Attachments [mailto:Ost-emeE@sutte.health.o.g]

Thank you

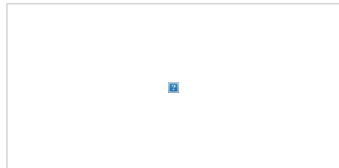
Janay Pa ne l
Field Examiner - Sacramento Resident Agent
National Labor Relations Board
901 Market Street, Suite 400
San Francisco, CA 94103

Phone (202) 406-0912
Fax (415) 356-5156

From Ost-eme, E [mailto:Ost-emeE@sutte.health.o.g]
Sent Wednesday, May 31, 2017 9:37 AM
To Pa ne l, Janay [mailto:Janay.Pa.ne.l@nrl-b.gov]
Cc Sha ma, Jatinder [mailto:Shamail@sutte.health.o.g]
Subject RE: ["Ext: nal"] Fwd: Sutte Medical Centre, Sacramento, 20-CA-196911 et al.

Thanks, Janay, I understand. We will be all set for (b) (6), (b) (7)(C) affidavit on June 12 at 1 p.m.

We have reserved the HR conference room for all the affidavits. The address is 2825 Capitol Ave., Sacramento. If you are facing Biba restaurant, it's the door on the far right of the building next to the square window in the scene shot below. My cell phone is (b) (6), (b) (7)(C) if you need directions or get lost on the way. Thanks, E l



-----Original Message-----

From Pa ne l, Janay [mailto:Janay.Pa.ne.l@nrl-b.gov]
Sent Wednesday, May 31, 2017 9:27 AM
To Ost-eme, E l [mailto:Ost-emeE@sutte.health.o.g]
Cc Sha ma, Jatinder [mailto:Shamail@sutte.health.o.g]
Subject RE: ["Ext: nal"] Fwd: Sutte Medical Centre, Sacramento, 20-CA-196911 et al.

E l,

Thanks for calling a few minutes ago. As I mentioned during our phone conversation, Section 10058.4 (c) of the National Labor Relations Board's Unfair Labor Practice Casehandling Manual states the following

Longstanding Board policy provides that the attorney or other representative of a party to the case will not normally be allowed to be present at an interview of a witness who is not a supervisor or agent of that party.

Since e l,

Janay Pa ne l
Field Examiner - Sacramento Resident Agent National Labor Relations Board
901 Market Street, Suite 400
San Francisco, CA 94103

Phone (202) 406-0912
Fax (415) 356-5156

-----Original Message-----

From Ost-eme, E l [mailto:Ost-emeE@sutte.health.o.g]
Sent Friday, May 26, 2017 3:29 PM
To Pa ne l, Janay [mailto:Janay.Pa.ne.l@nrl-b.gov]
Cc Sha ma, Jatinder [mailto:Shamail@sutte.health.o.g]
Subject Re: ["Ext: nal"] Fwd: Sutte Medical Centre, Sacramento, 20-CA-196911 et al.

Hi Janay,

Thank you for the extensions. Regarding the documents, that won't be a problem, we will bring the necessary documents to the affidavits.

Regarding (b) (6), (b) (7)(C) affidavit, I will check with (b) (6), (b) (7)(C) about the dates. I had been under the understanding that (b) (6), (b) (7)(C) requested that an employee representative such as myself could attend the affidavit. If that is not accurate, I understand and I do not think it will be a problem.

Thanks,
E l

On May 26, 2017, at 3:16 PM, Pa ne l, Janay [mailto:Janay.Pa.ne.l@nrl-b.gov;mailto:Janay.Pa.ne.l@nrl-b.gov]> wrote

E l,

Regarding the one-day extensions, it's fine if you submit your position statement on Tuesday, June 13th. However, I need the documents that would be appropriate to attach to (b) (6), (b) (7)(C) affidavits as exhibits at the same time that I take the affidavits on June 9th. The remaining documents that would not be appropriate to attach to the affidavits, it's fine if you provide the remaining documents on June 13th.

As to the affidavits of (b) (6), (b) (7)(C), I would be able to take (b) (6), (b) (7)(C) affidavit June 2nd at 9:00am, or anytime during business hours on June 12th. (b) (6), (b) (7)(C) affidavit will be confidential and it should last about two hours. It would be great if you could help out by making the arrangements for (b) (6), (b) (7)(C) affidavit, but unfortunately, unless (b) (6), (b) (7)(C) is a 2(11) supervisor or you are a representative of (b) (6), (b) (7)(C) personal attorney, then no employee representatives or attorneys would be allowed to be present during (b) (6), (b) (7)(C) affidavit.

Since e l,

Janay Pa ne l
Field Examiner - Sacramento Resident Agent National Labor Relations Board
901 Market Street, Suite 400
San Francisco, CA 94103

Phone (202) 406-0912
Fax (415) 356-5156

From Ost-eme, E l [mailto:Ost-emeE@sutte.health.o.g]
Sent Friday, May 26, 2017 2:55 PM
To Pa ne l, Janay [mailto:Janay.Pa.ne.l@nrl-b.gov]
Cc Sha ma, Jatinder [mailto:Shamail@sutte.health.o.g;mailto:Shamail@sutte.health.o.g]>
Subject RE: ["Ext: nal"] Fwd: Sutte Medical Centre, Sacramento, 20-CA-196911 et al.

Hi Janay,

Two things--

First, now that we have the date of Friday, June 9th for the affidavits, can we extend by one day our deadline to submit documents and position statement to Tuesday, June 13th?

Second, we have identified an additional witness who would be willing to sit for an affidavit. (b) (6), (b) (7)(C) name is (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) one of (b) (6), (b) (7)(C) in the unit. As you may already know from your investigation on (b) (6), (b) (7)(C) is a first-hand witness to the incident on April 11. I told (b) (6), (b) (7)(C) I could give (b) (6), (b) (7)(C) phone number to you, but (b) (6), (b) (7)(C) said (b) (6), (b) (7)(C) is a 2(11) supervisor and it's not possible to give (b) (6), (b) (7)(C) personal attorney, then no employee representatives or attorneys would be allowed to be present during (b) (6), (b) (7)(C) affidavit.

Thanks,
E l

From Pa ne l, Janay [mailto:Janay.Pa.ne.l@nrl-b.gov]
Sent Thursday, May 25, 2017 11:33 AM
To Sha ma, Jatinder [mailto:Shamail@sutte.health.o.g;mailto:Shamail@sutte.health.o.g]>
Cc Ost-eme, E l [mailto:Ost-emeE@sutte.health.o.g;mailto:Ost-emeE@sutte.health.o.g]>
Subject RE: ["Ext: nal"] Fwd: Sutte Medical Centre, Sacramento, 20-CA-196911 et al.

Jay,

Perfect. Thank you. I will be asking both of them questions based on the EAJA letter that I sent you. (b) (6), (b) (7)(C) affidavit will probably last approximately two hours, and (b) (6), (b) (7)(C) will probably last approximately two hours. I suggest that we start with (b) (6), (b) (7)(C) affidavit if that's possible.

If there are documents that would be appropriate to attach to their affidavits as exhibits (i.e., copies of disciplinary issues to other employees or witness statements that (b) (6), (b) (7)(C) took), then please bring the documents to their affidavits so that I can attach them as exhibits.

Thank you,
Janay

Janay Pa ne l
Field Examiner - Sacramento Resident Agent National Labor Relations Board
901 Market Street, Suite 400
San Francisco, CA 94103

Phone (202) 406-0912
Fax (415) 356-5156

F om Sha ma, latinde [mailto:Sha.ma1@sutte.health.o.g]
Sent Thursday, May 25, 2017 11:03 AM
To: Pa nell, Janay [mailto:Janay.Pa.nel@ri.h.gov]
Cc: Ost em, E ic [mailto:Ost.em@sutte.health.o.g];mailto:Ost.em@sutte.health.o.g>
Subject: RE: ["*Ext: nal*"] Fwd: Sutte Medical Center, Sacramento, 20-CA-196911 et al.

Janay,

We can do the affidavits on June 9 at Sutte Medical Center beginning at 10 am. We will produce (b) (6), (b) (7)(C), (b) (7)(F). Thanks.

Jay

Jatinder K. Sharma
Assistant General Counsel, Labo
Sutte Health - Office of the General Counsel
T 916-286-6746
F 916-286-6577
[mailto:Sha.ma1@sutte.health.o.g];mailto:Sha.ma1@sutte.health.o.g>

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F om Pa nell, Janay [mailto:Janay.Pa.nel@ri.h.gov]
Sent Wednesday, May 24, 2017 9:57 AM
To: Sha ma, Jatinder [mailto:Sha.ma1@sutte.health.o.g];mailto:Sha.ma1@sutte.health.o.g>
Cc: Ost em, E ic [mailto:Ost.em@sutte.health.o.g];mailto:Ost.em@sutte.health.o.g>
Subject: RE: ["*Ext: nal*"] Fwd: Sutte Medical Center, Sacramento, 20-CA-196911 et al.

Okay. Sounds good.

Janay Pa nel
Field Examiner - Sacramento Resident Agent National Laboratory Relations Board
901 Market Street, Suite 400
San Francisco, CA 94103

Phone: (202) 406-0912
Fax: (415) 356-5156

F om Sha ma, latinde [mailto:Sha.ma1@sutte.health.o.g]
Sent Wednesday, May 24, 2017 9:56 AM
To: Pa nell, Janay [mailto:Janay.Pa.nel@ri.h.gov];mailto:Janay.Pa.nel@ri.h.gov>
Cc: Ost em, E ic [mailto:Ost.em@sutte.health.o.g];mailto:Ost.em@sutte.health.o.g>
Subject: RE: ["*Ext: nal*"] Fwd: Sutte Medical Center, Sacramento, 20-CA-196911 et al.

That's fine, we'll call you then. Thanks!

Jay

Jatinder K. Sharma
Assistant General Counsel, Labo
Sutte Health - Office of the General Counsel
T 916-286-6746
F 916-286-6577
[mailto:Sha.ma1@sutte.health.o.g];mailto:Sha.ma1@sutte.health.o.g>

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F om Pa nell, Janay [mailto:Janay.Pa.nel@ri.h.gov]
Sent Wednesday, May 24, 2017 9:56 AM
To: Sha ma, Jatinder [mailto:Sha.ma1@sutte.health.o.g];mailto:Sha.ma1@sutte.health.o.g>
Cc: Ost em, E ic [mailto:Ost.em@sutte.health.o.g];mailto:Ost.em@sutte.health.o.g>
Subject: RE: ["*Ext: nal*"] Fwd: Sutte Medical Center, Sacramento, 20-CA-196911 et al.

I'm available to talk this afternoon. Does 2:30pm work?

Janay Pa nel
Field Examiner - Sacramento Resident Agent National Laboratory Relations Board
901 Market Street, Suite 400
San Francisco, CA 94103

Phone: (202) 406-0912
Fax: (415) 356-5156

F om Sha ma, latinde [mailto:Sha.ma1@sutte.health.o.g]
Sent Wednesday, May 24, 2017 9:54 AM
To: Pa nell, Janay [mailto:Janay.Pa.nel@ri.h.gov];mailto:Janay.Pa.nel@ri.h.gov>
Cc: Ost em, E ic [mailto:Ost.em@sutte.health.o.g];mailto:Ost.em@sutte.health.o.g>
Subject: RE: ["*Ext: nal*"] Fwd: Sutte Medical Center, Sacramento, 20-CA-196911 et al.

Janay,

Do you have time to discuss this matter today? If so please call me at 916-286-6746. Thanks!

Jay

Jatinder K. Sharma
Assistant General Counsel, Labo
Sutte Health - Office of the General Counsel
T 916-286-6746
F 916-286-6577
[mailto:Sha.ma1@sutte.health.o.g];mailto:Sha.ma1@sutte.health.o.g>

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F om Pa nell, Janay [mailto:Janay.Pa.nel@ri.h.gov]
Sent Wednesday, May 24, 2017 9:53 AM
To: Sha ma, Jatinder [mailto:Sha.ma1@sutte.health.o.g];mailto:Sha.ma1@sutte.health.o.g>
Cc: Ost em, E ic [mailto:Ost.em@sutte.health.o.g];mailto:Ost.em@sutte.health.o.g>
Subject: RE: ["*Ext: nal*"] Fwd: Sutte Medical Center, Sacramento, 20-CA-196911 et al.

Janay,

Unfortunately, I can't give an additional two weeks, but I can give an additional one week, so the response will be due on Monday, June 12th. Will you be providing witnesses for affidavits, or just a position statement and documentary evidence? Also, will you be able to provide the video footage of the incident that resulted in the employees being disciplined/terminated?

Thanks,
Janay

Janay Pa nel
Field Examiner - Sacramento Resident Agent National Laboratory Relations Board
901 Market Street, Suite 400
San Francisco, CA 94103

Phone: (202) 406-0912
Fax: (415) 356-5156

F om Sha ma, latinde [mailto:Sha.ma1@sutte.health.o.g]
Sent Tuesday, May 23, 2017 1:52 PM
To: Pa nell, Janay [mailto:Janay.Pa.nel@ri.h.gov];mailto:Janay.Pa.nel@ri.h.gov>
Cc: Ost em, E ic [mailto:Ost.em@sutte.health.o.g];mailto:Ost.em@sutte.health.o.g>
Subject: RE: ["*Ext: nal*"] Fwd: Sutte Medical Center, Sacramento, 20-CA-196911 et al.

Janay,

The Employee respectfully requests an additional two weeks to provide its response. Thank you.

Jay

Jatinder K. Sharma
Assistant General Counsel, Labo
Sutte Health - Office of the General Counsel
T 916-286-6746
F 916-286-6577
[mailto:Sha.ma1@sutte.health.o.g];mailto:Sha.ma1@sutte.health.o.g>

Want to recognize a colleague? Click here: https://na01.safelinks.officeoutlook.com/?u=https%3A%2F%2Fecognition.officeoutlook.com%2Fnominate%2F?sutte.&date=02%7C01%7C0st.em@sutte.health.o.g%7C7471237f8b-d455217b308d4a39-71d7%7Cae453eadaa243e0be62818066e9ff63%7C0%7C0%7C6363112417239852389&data=7RktEXQa3JRoQvUc6bQvewzm52wqWV3mhlV%3D8_ese-ved-cD

WARNING: This email originated outside of the Sutter Health email system!
DO NOT CLICK links if the sender is unknown and never provide your User ID or Password.

M. Sha ma,

Please see the attached letter requesting your response to the above-captioned change and the related changes. I will be out of the office the rest of today and tomorrow, but I will be back in the office on Wednesday if you have any questions or would like to discuss the letter.

Since ely,
Janay

Janay Pa ne l
Field Examine - Sac amento Res dent Agent National Labo Relations Boa d
901 Ma ket St eet, Su te 400
San F ancisco, CA 94103

Phone (202) 406-0912
Fax (415) 356-5156

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OFFICIAL GOVERNMENT BUSINESS

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A Voice for Nurses. A Vision for Healthcare.

Oakland
155 Grand Ave
Oakland, CA 94612
phone: 510-273-2200
fax: 510-663-1625

Via Electronic Filing

June 6, 2017

Jill Coffman, Regional Director
National Labor Relations Board, Region 20
901 Market Street, Suite 400
San Francisco, CA 94103-1735

**RE: *Sutter Medical Center, Sacramento*
*Cases 20-CA-196911, et al.***

Dear Regional Director Coffman:

The California Nurses Association (“CNA” or “Union”) submits this position statement in support of the above-referenced charge against Sutter Medical Center, Sacramento (“Sutter” or “Sutter Sacramento” or “Hospital” or “Employer”). Since (b) (6), (b) (7)(C) 2017, the Employer has engaged in flagrant unlawful conduct for the purpose of chilling, if not outright shattering, the possibility for protected concerted activities, a successful union organizing campaign, and productive collective bargaining. With knowledge of organized concerted activities to advocate collectively for improved working conditions and of a burgeoning union organizing campaign, the Employer carried out the targeted discipline and termination of known union leaders and supporters in an attempt to brazenly quash the organizing efforts of Sutter nurses at the earliest opportunity.

The charges at hand allege that the Employer has violated Section 8(a)(1), (3), and (4) of the Act by (1) interfering with and coercing Registered Nurses (“RNs” or “nurses”) in their exercise of protected Section 7 rights by issuing discipline up to and including termination for engaging in protected concerted activity, and by interfering with and coercing nurses in their exercise of protected union activity and protected NLRB activity. Further, the Employer maintained, promulgated, and enforced the facially unlawful policy of preventing nurses from speaking to one another about any discipline issued by the Employer.

These allegations are supported by affidavit testimony from (b) (6), (b) (7)(C), (b) (7)(D) (b) (6), (b) (7)(C), (b) (7)(D) , as well as (b) (6), (b) (7)(C), (b) (7)(D) , and all of the documentary evidence attached thereto.

The Union urges the Region to swiftly authorize complaint on all the allegations in the charge and additionally seeks Section 10(j) relief. A District Court order requiring the Employer to cease and desist from its unlawful conduct and reinstate terminated employees is necessary to prevent further erosion of the rights guaranteed by the Act. As the substantial chill evidence the Union has already provided to the Region emphatically shows, each day that (b) (6), (b) (7)(C) is not returned the work, the terror felt by other Sutter Sacramento nurses about expressing

support for the Union and becoming “the next (b) (6), (b) (7)(C)” increases, along with the likelihood of complete remedial failure in this case.

While the Union contemplates that the Region may be of the view that the “likelihood of success” prong of the “just and proper” test may be more readily established after a record is developed before the administrative law judge, in light of the grave threat of remedial failure by waiting likely three more months before such record is developed, the Union urges you to request authorization to seek Section 10(j) relief at this time. The Union believes that you are on very firm ground to seek injunctive relief prior to the ALJ hearing in this case, in light of such chill, and the standard for seeking injunctive relief in the Ninth Circuit.

I. BACKGROUND

With deteriorating working conditions creating unsafe staffing assignments amongst a host of other serious workplace issues, nurses in the (b) (6), (b) (7)(C) at Sutter Sacramento began engaging in collective efforts to improve working conditions and advocate for better staffing, patient safety, and communication with management. Sutter (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) quickly rose as known leaders in their unit, gathering grievances from coworkers and bringing collective concerns to management in an attempt to better the working conditions in the unit.

After advocating via meetings and letters to their managers, the (b) (6), (b) (7)(C) nurses remained unheard and their concerns were being ignored. The ratio of nurses to patients remained at unsafe levels, and nothing was being done to coordinate the assignments of patients to nurses in a way that made sense given the physical space in which the unit operates. With these serious concerns going unaddressed, (b) (6), (b) (7)(C) reached out to CNA to discuss the potential for unionization at the facility. (b) (6), (b) (7)(C) discussed these issues and the potential for union representation with (b) (6), (b) (7)(C) colleagues, including (b) (6), (b) (7)(C) quickly became leaders in the effort, meeting with CNA organizers, attending meetings, and talking to coworkers about unionizing. During this process, (b) (6), (b) (7)(C) remained leaders in the collective and concerted efforts in their unit to improve immediate working conditions generally, most notably through delivering their concerns to their management during department meetings and by submitting letters and petitions.

With management becoming increasingly aware of the discontent in (b) (6), (b) (7)(C) and of the nurses’ discussions of unionization, newly appointed (b) (6), (b) (7)(C) announced a town hall event to be held in the unit to discuss concerns and attempt to quell the increasingly organized collective efforts to improve working conditions and patient safety. With several layers of management watching, (b) (6), (b) (7)(C) proceeded to share the collective concerns of (b) (6), (b) (7)(C) nurses in the unit regarding an array of unsatisfactory working conditions. (b) (6), (b) (7)(C) also voiced specific concerns about staffing ratios on the unit, the predominant ongoing and shared concern for nearly all the nurses on the unit. They sincerely hoped that in bringing these concerns forward, (b) (6), (b) (7)(C) and others would honor their proclamations of wanting to do better for the Unit and the hospital. (b) (6), (b) (7)(C) insisted that the nurses work with their immediate supervisors to

communicate concerns and develop solutions. Following (b) (6), (b) (7)(C) direct instruction, (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) met with (b) (6), (b) (7)(C) immediately following the meeting to further discuss their concerns and ideas about improving working conditions at the hospital.

Far from taking these concerns seriously, Sutter used the opportunity to positively identify the leaders of the organizing campaign in order to immediately target them and to “nip in the bud” all of (b) (6), (b) (7)(C) nurses’ efforts to exercise their core Section 7 rights. The day following the town hall, (b) (6), (b) (7)(C) were each called in to speak with management separately, were questioned, and handed paperwork informing them that they were being placed on unpaid leave pending an investigation into a fabricated and spurious alleged workplace violence incident. In added insult, the nurses were prohibited from speaking with any of their colleagues about their unprecedented disciplinary investigation. Stunned at the egregious accusations, each of the nurses filed an unfair labor practice charge with this Region. Days later, (b) (6), (b) (7)(C) was terminated and (b) (6), (b) (7)(C) were placed on a corrective action plan equivalent to a last chance agreement.

The targeted discipline of (b) (6), (b) (7)(C) was clearly retaliatory and a shameless, blatant affront on core Section 7 rights in an attempt to ruthlessly suppress self-organization. These nurses, with a combined (b) (6), (b) (7)(C) years at Sutter, all with spotless records and stellar evaluations, have had their reputations sullied and their very livelihoods threatened. The Region must take immediate action to restore the promises of the Act and hold this Employer accountable for its unfair labor practices. That is, the Union urges the Region to authorize complaint on all the allegations in the charge and additionally seeks Section 10(j) relief, which is absolutely appropriate and necessary in light of the egregious acts of the Employer calculated to chill employee engagement in collective concerted activities and stamp out key union support in the fledgling stages of an organizing campaign.

II. 8(a)(3) and (4) FACTS AND ANALYSIS

A. (b) (6), (b) (7)(C) Engaged in Known Protected, Concerted Activities Dating Back to September 2015

On numerous occasions since the move to the new facility, (b) (6), (b) (7)(C) have engaged in visible, collective action designed to address terms and conditions of employment. As documented extensively in their affidavits, these nurses routinely received both solicited and unsolicited grievances from other (b) (6), (b) (7)(C) nurses regarding issues affecting patient safety and working conditions. The dominating concern on the unit has been nurse-to-patient ratios (“ratios”). (b) (6), (b) (7)(C) require constant and intensive care. The nurses in (b) (6), (b) (7)(C) feel that the 3:1 or 4:1 ratio that have been routinely assigned are overwhelming, stressful, and put the nurses in a position where they cannot provide the care that they feel each patient demands. This was complicated by the fact that the new floor plan of the unit divides the patients into different pods such that a nurse may have two patients in one pod on one in another, outside of the direct line of sight of the assigned nurse. In meeting after meeting with (b) (6), (b) (7)(C), and finally in the town hall meeting with Hospital (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) spoke out about the effects these unmanageable ratios were having on nurses job performance in the unit. This problem even led (b) (6), (b) (7)(C) to contact the Department of Public Health (“DPH”), which performed an unannounced inspection of the department, and concluded that (b) (6), (b) (7)(C) was in fact out of ratio required by California state law. Initially, (b) (6), (b) (7)(C) filed the DPH complaint without consulting with other nurses in the unit, but after filing discussed it with (b) (6), (b) (7)(C). In fact, after the DPH allowed (b) (6), (b) (7)(C) to return to “flexing” its ratios, nurses came to (b) (6), (b) (7)(C) asking that (b) (6), (b) (7)(C) go back to the DPH because conditions had deteriorated to previous levels—by that time it had become common knowledge that (b) (6), (b) (7)(C) had filed the original complaint.

(b) (6), (b) (7)(C), along with others, also stressed the need for ergonomic adjustments on the unit, including new desks that could accommodate nurses of different heights ((b) (6), (b) (7)(C) (b) (6), (b) (7)(C)). According to (b) (6), (b) (7)(C), an ergonomic evaluation was performed in November 2015. As a result, the Employer was instructed that it needed to provide adjustable height desks with movable computer arms in order to accommodate nurses of varying heights. (b) (6), (b) (7)(C) have continued to promise replacement desks, but nothing ever materialized.

Furthermore, throughout the event leading up to the encounter with (b) (6), (b) (7)(C), namely the town hall with (b) (6), (b) (7)(C) were engaged in concerted activities by voicing the concerns of the nurses in their department. (b) (6), (b) (7)(C) specifically read from a list of grievances that (b) (6), (b) (7)(C) had collected from the nurses beforehand.

The final encounter which led to a fabricated report resulting in (b) (6), (b) (7)(C) termination and (b) (6), (b) (7)(C) discipline was one of protected concerted activity (“PCA”). After expressing their collective concerns about working conditions with (b) (6), (b) (7)(C) at (b) (6), (b) (7)(C) town hall on April 11th, (b) (6), (b) (7)(C) instructed nurses to work with their immediate supervisors to communicate concerns and develop potential solutions. Accordingly, (b) (6), (b) (7)(C) along with (b) (6), (b) (7)(C) gathered in the hallway to speak to (b) (6), (b) (7)(C) about how to implement the suggestion board advocated by (b) (6), (b) (7)(C). During that conversation, (b) (6), (b) (7)(C) expressed several concerns with management communication and the conversation returned to ratios. In the midst of this conversation focused on improving the (b) (6), (b) (7)(C) conditions of employment, (b) (6), (b) (7)(C) became irate, raised (b) (6), (b) (7)(C) voice, and ultimately stormed away from the conversation.

B. (b) (6), (b) (7)(C) Engaged in Known Union Organizing Efforts

(b) (6), (b) (7)(C) have all regularly attended union meetings with organizers from CNA dating back to last year. They have spoken regularly with (b) (6), (b) (7)(C) (b) (6), (b) (7)(C), as well as with nurses from other departments, about the benefits of unionization. (b) (6), (b) (7)(C) is already a member of CNA through (b) (6), (b) (7)(C) second job at (b) (6), (b) (7)(C). In the case of (b) (6), (b) (7)(C), they informed other nurses of the union effort and encouraged them to attend meetings. (b) (6), (b) (7)(C) estimates that (b) (6), (b) (7)(C) has spoken to 70 to 80 other nurses. According to an email sent by (b) (6), (b) (7)(C) to (b) (6), (b) (7)(C) and attached to (b) (6), (b) (7)(C) affidavit, (b) (6), (b) (7)(C) learned through a

co-worker that Department managers had identified (b) (6), (b) (7)(C) as the union leaders as early as September 2016. (b) (6), (b) (7)(C) learned from (b) (6), (b) (7)(C) that the Employer was aware of their union activity. (b) (6), (b) (7) has no direct evidence that the Employer knows of (b) (6), (b) (7)(C) organizing activities, but (b) (6), (b) (7)(C) presumes that because the Union activities of (b) (6), (b) (7)(C) are widely known, (b) (6), (b) (7)(C) is guilty by association due to (b) (6), (b) (7)(C) close relationship with them.

C. (b) (6), (b) (7)(C) Filed Charges with the Board and Participated in an NLRB Investigation

On the evening of (b) (6), (b) (7)(C) 2016, (b) (6), (b) (7)(C) after (b) (6), (b) (7)(C) were placed on unpaid leave pending investigation into the trumped up workplace violence incident, each nurse filed individual charges with Region 20 of the NLRB related to the discipline and the unlawful gag order imposed by the Employer that prohibited them from discussing their disciplines with their coworkers. Only after the charges were filed did ultimate discipline result. (b) (6), (b) (7)(C) was terminated and (b) (6), (b) (7)(C) were placed on the equivalent of last chance agreements.

D. (b) (6), (b) (7)(C) Termination and (b) (6), (b) (7)(C) Disciplines were Because of their Protected, Concerted Activities and Union Organizing Activities

The discipline and terminations of (b) (6), (b) (7)(C) was a calculated attempt by the Employer to interfere with, coerce, and restrain employees in the exercise of rights guaranteed by the Act. Absent legitimate rationale from the Employer rebutting these allegation, the Region must find merit and issue a complaint. Whether analyzed under *Atlantic Steel* or *Wright Line*, the Employer's motivating factor in disciplining these nurses with prior-to-unblemished records was their protected union or concerted activity.

It cannot be denied that (b) (6), (b) (7)(C) were engaged in PCA in their discussion with (b) (6), (b) (7)(C) that led to their discipline. That communication was wholly about improving communication with management and addressing nurse-to-patient ratios that have been a key underpinning of the (b) (6), (b) (7)(C) nurses' concerns with working conditions. The Employer may argue that, although engaged in obvious PCA, (b) (6), (b) (7)(C) lost protection under the Act by their allegedly pejorative conduct, as set forth in *Atlantic Steel Co.* In *Atlantic Steel*, the Board established a four factor test to determine whether employee misconduct that occurs during the course of otherwise protected activity is so opprobrious as to lose protection under the Act. 245 NLRB 814, 816 (1979). The four factors are: 1) the place of the discussion; 2) the subject matter of the discussion; 3) the nature of the employees' outburst; and 4) whether the outburst was provoked by the employer's unfair labor practice. *Ibid.*

In the instant case, the conduct of (b) (6), (b) (7)(C) cannot be construed, even under the most negative interpretation of their actions, as so opprobrious as to lose protection under the Act. To the first factor, the nurses were in a hospital hallway during the conversation in question. However, the conversation took place directly following the Employer-called town hall meeting and (b) (6), (b) (7)(C) were following express direction from the hospital (b) (6), (b) (7)(C).

to discuss working conditions with their supervisor following the town hall. Therefore, the first factor of the *Atlantic Steel* test weighs heavily in favor of protection. To the second factor, the subject matter of the discussion was entirely related to concerted attempts to improve working conditions, namely communication with management and nurse-to-patient ratios. To the third and fourth factor, here, there was no outburst from (b) (6), (b) (7)(C). The only outburst, in fact, came directly from (b) (6), (b) (7)(C) who ultimately yelled at the nurses and stormed away. The Employer's termination and discipline notices assert that (b) (6), (b) (7)(C) were acting aggressively and that (b) (6), (b) (7)(C) physically touched (b) (6), (b) (7)(C) body. However, every witness beside (b) (6), (b) (7)(C) has stated that there was no aggressive behavior or statements from (b) (6), (b) (7)(C), and the Employer has to date refused to release any surveillance footage from the date and place in question, which would tell a wholly different story than the one fabricated by the Employer. Assuming that, at worst, (b) (6), (b) (7)(C) made some intimidating or aggressive statements, which they did not, such statements, in light of the surrounding circumstances, would still not cause (b) (6), (b) (7)(C) to lose protection under the Act. See, i.e., *In Re Kiewit Power Constructors Co.*, 355 NLRB 708 (2010) (finding that employees angry statements, "it was going to get ugly" and that their manager "better bring [his] boxing gloves," were not cause for the employees to lose the Act's protection). It is clear that under the *Atlantic Steel* test, (b) (6), (b) (7)(C) retain their protection under the Act.

Accordingly, under the *Atlantic Steel* doctrine, the Employer violated the Act for the very protected concerted activity in which (b) (6), (b) (7)(C) were immediately engaged. Further, when viewed through the prism of *Wright Line*, the Employer's flagrant discipline of these (b) (6), (b) (7)(C) nurses remains unjustifiable.

The Board, in *Wright Line*, established a burden shifting test in 8(a)(3) cases which allege that an employer's adverse employment action against an employee was motivated by improper animus against the employee's protected Union activity. See 251 NLRB 1083 (1980), *enfd.* 662 F.2d 899 (1st Cir. 1981), *cert. denied* 455 U.S. 989 (1982). Under *Wright Line*, the General Counsel must make an initial showing that the employee's union support or activity was a "motivating factor" in the employer's decision to take adverse action against the employee. *Id.* at 1084. In other words, to establish a presumption that the employer's conduct was unlawfully motivated, the General Counsel first must prove that the employee engaged in union activities, that the employer had knowledge of these activities, and that the employee was terminated because of union animus. *United Parcel Service*, 325 NLRB 1, 6 (1997).

Here it is clear that (b) (6), (b) (7)(C) were engaged in union activities. These nurses were leaders in the union organizing efforts in their unit. Each nurse got involved early and have been key union organizing leaders, attending union meetings, speaking at union meetings, soliciting coworkers to get involved in the organizing campaign, and working closely with union staff to progress the union organizing efforts. Their key involvement in the union organizing efforts did not go unnoticed by the Employer. Hospital management by (b) (6), (b) (7)(C) sent an email to (b) (6), (b) (7)(C) stating that (b) (6), (b) (7)(C) knew these nurses were trying to organize the Union. Several managers also made comments in meetings with other nurses stating their

knowledge of (b) (6), (b) (7)(C) involvement, and by association, (b) (6), (b) (7)(C). Further, nurses even outside of (b) (6), (b) (7)(C) commented to (b) (6), (b) (7)(C) that they were aware of (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) union organizing efforts, as their activities on behalf of the Union were so regular as to be common knowledge throughout the facility. As such, a presumption under *Wright Line* is easily established in this case.

An employer has the opportunity to rebut the *Wright Line* presumption by proving that it would have taken the same action if the employee had not engaged in protected activity. *United Parcel Service*, 325 NLRB 1, 6 (1997). To establish this affirmative defense, “[a] Respondent cannot simply present a legitimate reason for its action but must persuade by a preponderance of the evidence that the same action would have taken place even in the absence of the protected activity.” *W. F. Bolin Co.*, 311 NLRB 1118, 1119 (1993). In determining the reason for questioned discipline, motive may be demonstrated by circumstantial evidence. “To support an inference of unlawful motivation, the Board looks to such factors as inconsistencies between the proffered reasons for the discipline and other actions of the employer, disparate treatment of certain employees compared to other employees with similar work records or offenses, deviations from past practice, and proximity in time of the discipline to the union activity.” *Embassy Vacation Resorts*, 340 NLRB 846, 848 (2003).

Here, it is clear that the Employer would not have taken the same action absent the nurses’ engagement in PCA and union organizing activities. Nurses in the Unit do not ever remember a nurse having been placed on administrative leave pending an investigation in the manner (b) (6), (b) (7)(C) were. Further, the examples of other (b) (6), (b) (7)(C) RN terminations or levels of discipline similar to (b) (6), (b) (7)(C) are sparse and only for far more substantial and ongoing misconduct with multiple infractions. In the case of (b) (6), (b) (7)(C) (b) (6), (b) (7)(C), neither had, in their combined over 60 years of experience at Sutter Sacramento, any infractions or misconduct on their records. All had pristine records and exemplary reviews. The sudden shift in treatment of these nurses came only after each began asserting themselves as leaders in PCA in the unit and in the union organizing efforts in their unit. Further, (b) (6), (b) (7)(C) (b) (6), (b) (7)(C), who was part of the same conversation with (b) (6), (b) (7)(C), was only cursorily questioned and not investigated or disciplined. Not coincidentally, (b) (6), (b) (7)(C) had not engaged in known union activity up to that date of the alleged incident and did not speak out at the preceding town hall. This disparate treatment again undermines any attempt by the Employer to rebut the *Wright Line* presumption.

The Board also considers a failure of an employer to conduct a fair or comprehensive investigation as a significant factor in finding that the Employer has not met its *Wright Line* burden. See, e.g., *Burger King Corp.*, 279 NLRB 227, 239 (1986). In other words, a failure to conduct a fair and complete investigation “leads to the conclusion that [the employer] was not genuinely interested in knowing the underlying facts and circumstances of the events but, rather, was looking for a pretext to discharge [the employee].” *Amcast Automotive of Indiana, Inc. and John Rowe*, 348 NLRB 836, 850 (2006). This may also constitute evidence of discriminatory motive. *Affinity Med. Ctr.*, 362 NLRB No. 78 (2015).

Although the Employer claims to have conducted a thorough investigation, no evidence was presented to the Nurses to support the findings of the investigation. The nurses requested in their meetings with management related to the disciplines that they be allowed to review the surveillance footage from the event, confident that any review of the actual alleged incident would easily clear their names. (b) (6), (b) (7)(C) offered only evasive answers and never allowed the nurses to view the footage. To date, it is not clear whether the Employer bothered to review surveillance footage, or worse, whether footage was reviewed but subsequently suppressed because it did not fit the narrative the Employer was attempting to establish. Further, the RNs were not given a chance to rebut any statements or other accounts of the encounter, lending further credence to the fact that the Employer fabricated these charges in order to eliminate and threaten the leaders of organizing campaign and the most vocal proponents of patient safety within the unit.

It is abundantly clear that the Employer cannot win in an *Atlantic Steel* test or rebut the *Wright Line* presumption. The Employer's proffered excuses for (b) (6), (b) (7)(C) termination and (b) (6), (b) (7)(C) disciplines are clearly shallow pretexts that barely mask the underlying reasoning: to eliminate a known union supporter in the hospital and swiftly and publically punish the other (b) (6), (b) (7)(C) in the unit, each of whom had dared to challenge the Employer in their direct PCA, union organizing efforts, and in filing charges with the Board. In doing so, the Employer sent a terrorizing message to the rest of the (b) (6), (b) (7)(C) nurses in this thinly veiled affront on core Section 7 rights.

III. 8(a)(1) FACTS AND ANALYSIS

A. The Employer Sought to Prohibit (b) (6), (b) (7)(C) from Discussing Their Discipline

Adding insult to injury, at the time RNs (b) (6), (b) (7)(C) were placed on unpaid administrative leave pending investigation, they were instructed in a written statement which was read aloud to each nurse individually to "refrain from contacting staff within your unit or anyone involved" in the incident. Section 7 of the Act protects employees' rights to discuss organization and the terms and conditions of their employment, to criticize or complain about their employer or their conditions of employment, and to enlist the assistance of others in addressing employment matters. *Quicken Loans, Inc. v. NLRB*, 830 F.3d 542, 545 (D.C. Cir. 2016). "Under 'settled Board precedent,' the right to discuss the terms and conditions of employment encompasses the 'right to discuss discipline or disciplinary investigations with fellow employees.'" *Banner Health Sys. v. Nat'l Labor Relations Bd.*, 851 F.3d 35, 40 (D.C. Cir. 2017) (quoting *Inova Health Sys. v. NLRB*, 795 F.3d 68, 85 (D.C. Cir. 2015)).

Employees protected Section 7 right to discuss discipline or ongoing disciplinary investigations involving themselves or their coworkers "are vital to employees' ability to aid one another in addressing employment terms and conditions with their employer." *Banner Health*, 362 NLRB No. 137, slip op. at 3 (2015) (citing *Fresh & Easy Neighborhood Market*, 361 NLRB No. 12, slip op. at 5-6 (2014)). An employer may place restrictions on such discussions only where the employer shows that it has a "legitimate and substantial business justification" which

outweighs the employees' rights protecting concerted activity afforded by Section 7 of the Act. *Hyundai America Shipping Agency*, 357 NLRB No. 80, slip op. at 15 (2011). The holding in *Hyundai* requires an employer to "first determine whether in any given investigation witnesses need protection, evidence is in danger of being destroyed, testimony is in danger of being fabricated, and there is need to prevent a cover up. Only if the [employer] determines that such a corruption of its investigation is likely to occur without confidentiality is the [employer] free to prohibit its employees from discussing these matters amongst themselves." *Id.*

There is no justification in the instant case for the Employer's prohibition of employees from engaging in communication regarding this disciplinary investigation. There were no witnesses requiring protection, no evidence in danger of being destroyed, and no testimony in danger of being fabricated, especially because each nurse placed on administrative leave pending the investigation was asked questions regarding the alleged incident *before* the gag order was instituted. Further, were the Employer truly concerned with conducting the most accurate investigation, the Employer had every opportunity to gather complete statements from each nurse involved immediately following the alleged incident, but never bothered to do so, once again highlighting the Employer's true motives. As such, this baseless prohibition on communication regarding the disciplinary investigation of (b) (6), (b) (7)(C) is facially unlawful and without justification.

B. The Employer Interrogated (b) (6), (b) (7)(C) and Sought to Prohibit (b) (6), (b) (7)(C) from Discussing (b) (6), (b) (7)(C) Colleague's Discipline

(b) (6), (b) (7)(C) was overheard in the break room answering a question about (b) (6), (b) (7)(C) discipline. (b) (6), (b) (7)(C) responded to the question by telling the other participant in the conversation that the three (b) (6), (b) (7)(C) though out on administrative leave, were willing to text or talk with any RNs who wanted to speak with them directly. Within hours, (b) (6), (b) (7)(C) was called into (b) (6), (b) (7)(C) office, interrogated about (b) (6), (b) (7)(C) conversation, and informed that (b) (6), (b) (7)(C) was not to discuss the discipline or the investigation of (b) (6), (b) (7)(C) "inside or outside the hospital." (b) (6), (b) (7)(C) questioned (b) (6), (b) (7)(C) in a pressured and detailed manner about the exact details of when and where (b) (6), (b) (7)(C) had spoken with (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) informed (b) (6), (b) (7)(C) that each of the three (b) (6), (b) (7)(C) under investigation had signed a paper advising them that they were not allowed to discuss the discipline or investigation. (b) (6), (b) (7)(C) said that (b) (6), (b) (7)(C) would remind them of this fact. (b) (6), (b) (7)(C) then instructed (b) (6), (b) (7)(C) again not to discuss the discipline inside or outside the hospital. (b) (6), (b) (7)(C) recalled that another (b) (6), (b) (7)(C) had told (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) too had been called in and instructed not to discuss the discipline. This blatant interrogation involving enforcement of a facially unlawful gag order was intended and succeeded in preventing workers from discussing discipline and other working conditions with their co-workers.

Given the Board's decision in *Hyundai*, the employer must make such a determination preliminarily and on an individual, case-by-case basis. Here, Sutter Sacramento is unlawfully promulgating, maintaining, and enforcing a boilerplate rule prohibiting from employees from discussing with coworkers any matters under investigation by the HR department with no

preliminary review to determine that such confidentiality is warranted under the circumstances.

IV. SECTION 10(j) RELIEF

The evidence in this case clearly warrants issuance of complaint, alleging violations of Section 8(a)(1), (3), and (4) of the Act. Additionally, the evidence supports the conclusion that Section 10(j) injunctive relief is needed to provide an appropriate interim remedy pending litigation of the case before the Board.

The unfair labor practices in this proceeding have been committed in California, within the territorial jurisdiction of the United States Court of Appeals for the Ninth Circuit. The applicable principles for Section 10(j) proceedings within this Circuit have been set forth in *Frankl v. HTH Corp.*, 650 F.3d 1334 (9th Cir. 2011). In the Ninth Circuit, a court must determine whether interim injunctive relief under Section 10(j) is “just and proper,” employing the use of traditional equitable principles. *Id.* at 1355. In this regard, a Regional Director seeking Section 10(j) relief must establish that:

- There is a likelihood of success on the merits,
- Irreparable harm is likely in the absence of preliminary relief,
- The balance of equities tips in the Director’s favor, and
- An injunction is in the public interest.

Ibid. When considering granting injunctive relief under Section 10(j) a court must analyze the request “through the prism of the underlying purpose of Section 10(j), which is to protect the integrity of the collective bargaining process and to preserve the Board’s remedial power while it processes the charge.” *Miller*, 19 F.3d at 459-60.

A. The “Likelihood of Success on the Merits” Supports Issuance of a § 10(j) Injunction.

“Likelihood of success on the merits” refers to how probable it is that the Board will issue an Order finding that the conduct in question constituted an unfair labor practice and that the U.S. Court of Appeals would grant a petition for enforcement if such enforcement were sought. In the Ninth Circuit, “the Regional Director in a §10(j) proceeding ‘can make a threshold showing of likelihood of success by producing some evidence to support the unfair labor practice charge, together with an arguable legal theory.’” *Frankl*, 650 F.3d at 1356.

As set forth above in the Union’s argument on the merits of the allegations in the charge, there is ample evidence in support of the unfair labor practice charge and thus a strong likelihood of success on the merits.

B. Irreparable Harm to a Nascent Organizing Campaign Will Occur if Preliminary Relief is Not Granted.

In the light of the Supreme Court's decision in *Winter v. Natural Res. Def. Council*, 555 U.S. 7 (2008), the Ninth Circuit clarified the standard for temporary injunctive relief, requiring some showing of irreparable harm. *Alliance for Wild Rockies v. Cottrell*, 632 F.3d 1127, 1131-32 (9th Cir. 2011).

NLRB 10(j) Manual Category 1 and 2 sets forth that preliminary injunctive relief should be considered in all initial organizing campaigns in which the employer's serious unfair labor practices, including threats, improper grant of benefits, unlawful employee discipline, and discriminatory discharge, would irreparably destroy a union's organizing campaign. Under Category 1, the Board considers whether an employer's conduct clearly threatens to "nip in the bud" the union's campaign if not immediately enjoined. As such, a court should order an injunction against the employers' alleged violations and order reinstatement of any discriminatees. See *Aguayo v. Tomco Carburetor Co.*, 853 F.2d 744 (9th Cir. 1988).

General Counsel Memorandum 10-07 instructs that Section 10(j) relief should be especially considered in organizing campaigns involving discriminatory discharges precisely because of the nature of irreparable harm inherent in such serious unfair labor practices:

Discriminatory discharges are among the most serious nip-in-the-bud violations of the Act. An unremedied discharge sends to other employees the message that they too risk retaliation by exercising their Section 7 rights. As one court has characterized employees' reaction, "no other worker in his right mind would participate in a union campaign in this plant after having observed that other workers who had previously attempted to exercise rights protected by the Act have been discharged and must wait for three years to have their rights vindicated." *Silverman v. Whittall & Shon, Inc.*, 1986 WL 15735, 125 LRRM 2152 (S.D.N.Y. 1986). In addition, the continued absence from the workplace of unlawfully discharged union leaders means not only that the negative message from the unfair labor practices persists but also that the remaining employees are deprived of the leadership of active and vocal union supporters.

(Memorandum GC 10-07, "Effective Section 10(j) Remedies for Unlawful Discharges in Organizing Campaigns," September 30, 2010).

In this case, the Employer targeted (b) (6), (b) (7)(C) with unprecedented discipline and termination in the key fledgling stages of the union organizing campaign. These types of discriminatory discharges and discipline are precisely the kind of "nip-in-the-bud" violations that require Section 10(j) relief. The Employer's targeted assault of union leaders in key union-stronghold units indeed sent a clear message to the rest of the Sutter nurses that they too risk retaliation by exercising their Section 7 rights. As noted in the provided affidavits, these attacks have created an atmosphere of fear and anxiety that has seen support for the Union decline since

(b) (6), (b) (7)(C) termination. (b) (6), (b) (7)(C), (b) (7)(D)
(b) (6), (b) (7)(C), (b) (7)(D) Since July of 2016, CNA has helped to coordinate monthly union organizing meetings for (b) (6), (b) (7)(C), which are attended by nurse leaders in the unit, each of whom have relationships with and communicate regularly with other union supporters in the Unit. After an initially period of growth towards the end of 2016 and the beginning of 2017, thanks in large part to the organizing efforts of (b) (6), (b) (7)(C) attendance has declined since the discipline and termination of (b) (6), (b) (7)(C) in (b) (6), (b) (7)(C) of this year. The April and May meetings following the disciplines/termination saw an over 30% drop in attendance, as compared with the three months prior. And as reported to the Union by (b) (6), (b) (7)(C) on June 2, 2017, the most recent union meeting held on June 1 had the lowest attendance of any meeting since November 2016.

Futhermore, a significant number of nurses have directly communicated their fear of potentially being targeted or retaliated against for support of the Union after learning of the disciplines and termination of (b) (6), (b) (7)(C). In order to combat the palpable fear and intimidation on the Unit following (b) (6), (b) (7)(C) termination, CNA worked with nurses (b) (6), (b) (7)(C) to develop a sticker that nurses could wear while on shift demonstrating their support for (b) (6), (b) (7)(C) and other key (b) (6), (b) (7)(C) have reached out to a majority of the (b) (6), (b) (7)(C) nurses to date to discuss wearing the sticker as a collective demonstration of solidarity and support. Approximately 30% of the nurses contacted expressed fear of retaliation and/or concern about demonstrating union support in front of management based on witnessing the targeted discipline of their colleagues. As a direct result of the fear and intimidation caused by the targeted disciplines/termination of (b) (6), (b) (7)(C), at least (b) (6), (b) (7)(C) in the campaign have in fact communicated directly with (b) (6), (b) (7)(C) that they are no longer willing to participate in the union campaign to the degree they were previously involved, and even then would only do so clandestinely, severely impacting the union organizing campaign

Every day that goes by with (b) (6), (b) (7)(C) out of the hospital and (b) (6), (b) (7)(C) on escalated discipline enforces the message to Sutter nurses that they risk unremedied reprisal if they engage in what are supposed to be protected Section 7 rights. As such, it is imperative that an injunction be sought against the employers' serious violations in order to promptly reinstatement discriminates and correct the discipline of these key Union leaders.

General Counsel Griffin affirmed and expanded the above-quoted Memorandum, instructing that discharges receive elevated priority, but reinforced that other unfair labor practices ought to also receive close 10(j) consideration:

Cases involving a discharge during an organizing campaign [...] frequently require the most expeditious relief to ensure that employees are not irreparably deprived of [that] right. [...] Of course, the need for 10(j) relief is not limited to cases involving discharges during a union organizing campaign or to protect bargaining for a first contract. [...] The touchstone is always whether there is a threat of remedial failure, that is, whether, in [a] particular case, the unfair labor practices are having an impact on employees' Section 7 rights or the bargaining

process such that a final Board order will come too late to effectively restore the lawful status quo.

(Memorandum GC 14-04, "Affirmation of 10(j) Program," April 30, 2014). General Counsel Memorandum 11-01 emphasizes the irreparable harm of other violations as well, including interrogation. "If an employer engages in interrogation or surveillance, employees will be less likely to engage in protected activity and express their free choice because of concern that the employer is trying to learn about their views on unionization and that an employee's actions, either by what he says to the employer, or how he behaves around the workplace, will likely be used to affect his job security or result in economic reprisal." (Memorandum GC 11-01, "Effective Remedies in Organizing Campaigns,"

Sutter has engaged in a ruthless anti-union campaign that, in addition to sully the record of long-time nurses and costing (b) (6), (b) (7)(C) job, has trampled on the rights of nurses to engage in the most fundamental of protected activities.

As provided in affidavit testimony by (b) (6), (b) (7)(C)

. As demonstrated in the affidavit of (b) (6), (b) (7)(C)

It is undeniable that the unfair labor practices are having an impact on employees' Section 7 rights and that a final Board order will come too late to effectively restore the lawful status quo at this crucial stage of the organizing campaign. Without 10(j) authorization, this Employer will be emboldened to escalate its unlawful conduct as evidenced by the conduct of the Employer throughout this process. At this juncture, irreparable harm will absolutely occur if preliminary relief is not granted.

B. The Balance of the Hardships Weighs in Favor of Seeking a §10(j) Injunction.

A preliminary injunction is appropriate when the moving party demonstrates "that serious questions going to the merits [are] raised and the balance of hardships tips sharply in the [moving party's] favor." *Alliance for Wild Rockies*, 632 F.3d at 1131-32. When considering the balance of hardships in a Section 10(j) proceeding, a court must consider the possibility that declining to issue the injunction would allow the unfair labor practice to reach fruition and thus render any future Board Order finding unlawful conduct meaningless. See, e.g., *Small v. Avanti Health Systems*, 661 F.3d 1180 (9th Cir. 2011).

The balance of the hardships here weighs heavily in favor of seeking an injunction because without an injunction the Employer's continued unlawful conduct will succeed at chilling protected activity in support of the Union organizing campaign and in support of unfair

labor practice charges against Sutter. The Board's remedial authority would be insufficient because the Employer's conduct will further chill employees' participation in the organizing campaign. Not only will the ground organizing campaign be severely hindered, the Employer's unlawful conduct could effectively chill nurses' willingness to speak out on issues of patient safety and department working conditions. Nurses may be further unwilling to risk their livelihoods and, for example health insurance for their families, in order to contact agencies like DPH or the NLRB, effectively silencing nurses' ability to protect themselves and their patients.

The hardships created by the discharge of employees are particularly instructive. As noted in General Counsel Memorandum 10-07, "with the passage of time, the discharged employees are likely to be unavailable for, or no longer desire, reinstatement when ordered by the Board" and therefore employee resumption of union organizing is unlikely and the ultimate Board order is ineffective to protect rights guaranteed by the Act. The hardship therefore goes beyond (b) (6), (b) (7)(C) losing (b) (6), (b) (7)(C) job, but extends to the intimidation created by (b) (6), (b) (7)(C) discharge and the incalculable loss of a strong nurse and Union supporters currently unable to organize within (b) (6), (b) (7)(C)

The unchecked unlawful acts of management, including interrogation and retaliatory discipline, would also be overwhelmingly detrimental to the organizing campaign, as it would send the message that the Employer may continue to engage in such conduct during this critical organizing stage. Indeed, (b) (6), (b) (7)(C) has become so filled with fear and anxiety that for the first time in (b) (6), (b) (7)(C) career at Sutter, (b) (6), (b) (7)(C) has been forced to go out on stress leave. (b) (6), (b) (7)(C) has since returned to work, but remains under great stress and fear of surveillance because the Employer has, for the first time, forced (b) (6), (b) (7)(C) to work with (b) (6), (b) (7)(C). Thus, the Union has effectively lost yet another (b) (6), (b) (7)(C) within the hospital. The targeted attacks and unlawful conduct, if left unremedied until a final Board Order issues, perhaps a year from now or more, place the organizing campaign, itself, in jeopardy.

Conversely, requiring the Employer to reinstate (b) (6), (b) (7)(C) to (b) (6), (b) (7)(C) positions and revoke the disciplinary action against (b) (6), (b) (7)(C) cannot be deemed a hardship. Each of these nurses have a demonstrated track record as an excellent nurse with outstanding, consistent work evaluations and absolutely no prior discipline, and the Employer has not claimed that any of these nurses played a role in any adverse patient outcome. Reinstatement of (b) (6), (b) (7)(C) pales in comparison to the grave hardships faced by the Union organizing campaign without preliminary relief. In a case like this, there is effectively nothing to balance.

D. Preliminary Relief Is in the Public Interest.

Courts have interpreted "the public interest" in Section 10(j) cases as "ensur[ing] that an unfair labor practice will not succeed because the Board takes too long to investigate and adjudicate the charge." *Miller v. California Pacific Medical Center*, 19 F.3d 449, 460 (9th Cir. 1994). As the Ninth Circuit reasoned in *Frankl v. HTH*, ordinarily when there is a strong showing of likelihood of success and of likelihood of irreparable harm, the Director will have established that preliminary relief is in the public interest.

The evidence on likelihood of success and on the likelihood of irreparable harm set forth above show that a Section 10(j) injunction would be in the public interest.

V. CONCLUSION

The Union requests that you bear in mind that in *Frankl v. HTH Corp.*, 650 F.3d 1334, 1356 (9th Cir. 2011) the Court made clear that “it remains the case. . . that the regional director in a § 10(j) proceeding ‘can make a threshold showing of likelihood of success by producing some evidence to support the unfair labor practice charge, together with an arguable legal theory.’” (quoting *Miller v. Cal. Pac. Med. Ctr.*, 19 F.3d 449, 460 (9th Cir. 1994)). Such a showing in the Ninth Circuit, the *Frankl* court elaborated, is not a high bar given the deference granted to the regional director by the court. *Frankl*, 650 F.3d at 1356. And as the district court in *Rubin v. Vista Del Sol Health Services, Inc.*, 80 F.Supp.3d 1058, 1100 (C.D. Cal. 2015) determined in considering petitioner’s request for the extraordinary remedy of a preliminary *Gissel* bargaining order, petitioner met the burden of producing *some* evidence in support of a preliminary bargaining order. *Even if* the unlawful termination of (b) (6), (b) (7)(C) and disciplines of (b) (6), (b) (7)(C) could be deemed a close call on the merits, there is certainly *some* evidence to support the unfair labor practice allegations, as well as a straightforward and arguable legal theory that, but for these nurses’ protected concerted activities, union activities, and participation in an NLRB investigation, (b) (6), (b) (7)(C) would not be on serious disciplinary corrective action and (b) (6), (b) (7)(C) would still be employed by Sutter Sacramento.

If there are any concerns about seeking Section 10(j) authorization at this time, if the district court were to conclude that likelihood of success has not been established, in the Ninth Circuit the “‘serious questions’ version of the sliding scale test for preliminary injunctions remains viable after the Supreme Court’s decision in *Winter*.” *Alliance for the Wild Rockies v. Cottrell*, 632 F.3d 1127, 1134 (9th Cir. 2011) (citing *Winter v. National Resources Defense Council, Inc.*, 555 U.S. 7 (2008)). In this regard, the court held that “a preliminary injunction is appropriate when a plaintiff demonstrates that serious questions going to the merits were raised and the balance of hardships tips sharply in the plaintiff’s favor. . . so long as the plaintiff also shows that there is a likelihood of irreparable injury and that the injunction is in the public interest.” *Alliance for the Wild Rockies*, 632 F.3d at 1134-35. Here, the Union has not only shown the likelihood of irreparable injury, but that such irreparable injury is occurring, continues to occur, and is getting worse, given the evidence of extreme chill presented by the Union. And it is certainly in the public interest to preserve the Board’s remedial authority to ensure that the Employer’s unfair labor practices do not succeed in killing an organizing drive.

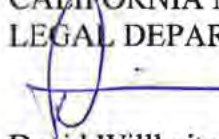
For all of the aforementioned reasons, the Union strongly urges the Region to seek 10(j) relief in this matter to enjoin the Employer from further unlawful actions in violations of these nurses’ statutory rights as soon as practicable.

Jill Coffman, Regional Director
Sutter Medical Center, Sacramento
Case 21-CA-196911, et al.
June 6, 2017
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Thank you for your attention to this matter.

Sincerely,

CALIFORNIA NURSES ASSOCIATION (CNA)
LEGAL DEPARTMENT



David Willhoite
Legal Counsel

cc: Janay Parnell, NLRB Region 20 Field Examiner
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June 13, 2017

Janay Parnell, Field Examiner
National Labor Relations Board, Region 20
901 Market Street, Suite 400
San Francisco, CA 94103

Re: *Employer's Position Statement*
Sutter Medical Center, Sacramento
Cases Nos. 20-CA-196911, 20-CA-196913, 20-CA-196918, 20-CA-197780, 20-CA-197833

Dear Ms. Parnell:

I am in-house counsel at Sutter Health and represent its affiliate, Sutter Medical Center, Sacramento (the "Medical Center" or "SMCS"), in connection with the above-referenced charges. While we have not yet been apprised of the Charging Parties' evidence in support of their charges, we offer this initial position statement to assist in your investigation. By submitting this response, SMCS does not waive any of the legal defenses it may have to the charges or to any allegations that are or may be encompassed therein. For example, as the specific facts of the allegations are uncovered, SMCS may raise additional jurisdictional or procedural defenses as a complete or partial defense. Further, SMCS may wish to rely on additional facts and materials not set forth in this response in future proceedings, as those facts and materials and their relevance become known and available. Because it may not have had an opportunity to discover the full scope of the Charging Parties' allegations or facts surrounding each of the allegations, SMCS reserves the right to supplement, modify or withdraw any statements, oral or written, as it deems necessary or appropriate. While reserving such right, SMCS assumes no obligation to supplement information or statements provided therein.

Subject to the foregoing, the paragraphs below set forth the facts and circumstances in connection with the allegations described in your letter of May 22, 2017.

I. FACTUAL BACKGROUND

A. (b) (6), (b) (7)(C) Incident.¹

On (b) (6), (b) (7)(C) 2017, a number of nurses from the (b) (6), (b) (7)(C) attended a town hall-style meeting with the (b) (6), (b) (7)(C) and several managers. The meeting began around 5 p.m. and lasted until approximately 6 p.m. Following the meeting, the nurses were required to clock out. A timeclock was located around the corner and down the hall from the conference room where the town hall meeting had taken place, so a number of nurses were walking from the meeting down the hall to the timeclock to clock out. The same hallway leads to an elevator that can be taken up to the NICU where the nurses work.

After the town hall concluded, (b) (6), (b) (7)(C) was walking down the hallway toward the timeclock and the elevator. (b) (6), (b) (7)(C) was passed in the hallway by (b) (6), (b) (7)(C) a (b) (6), (b) (7)(C) nurse, who was upset. (b) (6), (b) (7)(C) stopped in the hallway and began discussing some of the issues facing the (b) (6), (b) (7)(C), including staffing, and what might be done to resolve those issues. After a few minutes, (b) (6), (b) (7)(C) another (b) (6), (b) (7)(C) nurse, joined the conversation.

After a few more minutes, (b) (6), (b) (7)(C), another (b) (6), (b) (7)(C) nurse, joined the conversation. (b) (6), (b) (7)(C) began asking about a staffing issue and what could be done about it. At some time during this initial part of the conversation, two nurses—(b) (6), (b) (7)(C)—passed by pushing a transport isolette. The isolette had room to pass by them in the hallway, and it did not cause (b) (6), (b) (7)(C) to step closer. At this point in the conversation, (b) (6), (b) (7)(C) back was to the hallway wall, about three feet from the wall. (b) (6), (b) (7)(C) were to (b) (6), (b) (7)(C) left, and (b) (6), (b) (7)(C) was standing directly in front of (b) (6), (b) (7)(C). Together, (b) (6), (b) (7)(C) were surrounding (b) (6), (b) (7)(C).

As (b) (6), (b) (7)(C) conversed with (b) (6), (b) (7)(C) about the issue, (b) (6), (b) (7)(C) became agitated and raised (b) (6), (b) (7)(C) voice. (b) (6), (b) (7)(C) brought up the issue of interviewing candidates for open positions, and (b) (6), (b) (7)(C) mentioned there is a new process for staff nurses attending panel interviews. (b) (6), (b) (7)(C) became even more upset and stepped very close to (b) (6), (b) (7)(C), so that (b) (6), (b) (7)(C) face was within 6 inches of (b) (6), (b) (7)(C) face.³ (b) (6), (b) (7)(C) then pointed (b) (6), (b) (7)(C) finger right in (b) (6), (b) (7)(C) face. (b) (6), (b) (7)(C) repeatedly jabbed (b) (6), (b) (7)(C) finger within an inch of (b) (6), (b) (7)(C) face. In a raised voice, (b) (6), (b) (7)(C) claimed that (b) (6), (b) (7)(C) did not listen to (b) (6), (b) (7)(C) tried to say (b) (6), (b) (7)(C) did listen, but (b) (6), (b) (7)(C) kept interrupting, yelling over (b) (6), (b) (7)(C) attempt to explain. (b) (6), (b) (7)(C) said that (b) (6), (b) (7)(C) only says “and, but” when responding to staff. When (b) (6), (b) (7)(C) denied this, (b) (6), (b) (7)(C) demanded to know

¹ The facts in this Section are based on (b) (6), (b) (7)(C), (b) (7)(D) affidavit, (b) (6), (b) (7)(C), (b) (7)(D) written account of the incident (b) (6), (b) (7)(C) Aff., Ex. 1), and the Medical Center’s interviews of multiple witnesses (see generally (b) (6), (b) (7)(C) Affidavit and exhibits thereto).

² (b) (6), (b) (7)(C), including (b) (6), (b) (7)(C), are Section 2(11) supervisors for purposes of the Act.

³ At this point in the conversation, there was no transport isolette passing by that would have caused (b) (6), (b) (7)(C) to step closer. The transport isolette had passed by earlier in the conversation.

when (b) (6), (b) (7)(C) next "office hours"⁴ were. (b) (6), (b) (7)(C) said (b) (6), (b) (7)(C) was not sure, and would need to check.

This answer apparently infuriated (b) (6), (b) (7)(C), who continued to back (b) (6), (b) (7)(C) up against the wall by pushing into (b) (6), (b) (7)(C), physically touching (b) (6), (b) (7)(C) with (b) (6), (b) (7)(C) stomach, and pressing (b) (6), (b) (7)(C) backward. (b) (6), (b) (7)(C) began yelling that (b) (6), (b) (7)(C) always said "and, but." They were "belly to belly," as described by witness (b) (6), (b) (7)(C), another (b) (6), (b) (7)(C) nurse who was in the hallway watching the incident. At this point, (b) (6), (b) (7)(C) came closer to (b) (6), (b) (7)(C) as well, until they were within a foot and a half of (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) had (b) (6), (b) (7)(C) backed up against the hallway wall and continued to surround (b) (6), (b) (7)(C).

To escape the conversation, (b) (6), (b) (7)(C) had to slide against the side of the wall to (b) (6), (b) (7)(C) right and withdraw from the situation. As (b) (6), (b) (7)(C) walked toward the elevators away from the nurses, (b) (6), (b) (7)(C) was now crying in response to being physically pressed and yelled at by (b) (6), (b) (7)(C) in front of other nurses.

As (b) (6), (b) (7)(C) walked down the hallway toward the elevator, (b) (6), (b) (7)(C) continued to yell "and, but, and, but, that's all you say." (b) (6), (b) (7)(C) told (b) (6), (b) (7)(C) to stop following (b) (6), (b) (7)(C), but (b) (6), (b) (7)(C) kept following. (b) (6), (b) (7)(C) had to tell (b) (6), (b) (7)(C) again to stop following.

The incident took place in the hallway between the conference room and the elevators leading up to the NICU. The incident was witnessed in whole or part by many nurses, including (b) (6), (b) (7)(C).

B. (b) (6), (b) (7)(C) are Placed on Administrative Leave Pending the Investigation.⁵

The Medical Center's investigation of the (b) (6), (b) (7)(C) incident began that evening. (b) (6), (b) (7)(C) interviewed (b) (6), (b) (7)(C) by telephone the evening of (b) (6), (b) (7)(C), and recorded the interview in (b) (6), (b) (7)(C) notes.

The next day, the Medical Center interviewed a number of witnesses to the incident, beginning with (b) (6), (b) (7)(C). At the end of that interview, the Medical Center placed (b) (6), (b) (7)(C) on administrative leave pending the outcome of the investigation. (b) (6), (b) (7)(C), (b) (7)(D) (b) (6), (b) (7)(C), (b) (7)(D) (b) (6), (b) (7)(C) Aff., Ex. 3a.) The Medical Center also placed (b) (6), (b) (7)(C) on leave pending the investigation, and each time, (b) (6), (b) (7)(C) read the same statement.

The statement, hereafter referred to as the Administrative Leave Pending Investigation Form, is a standard form used by the Medical Center when placing an employee on leave pending an investigation. The Medical Center routinely places employees on leave pending the outcome of an investigation when the employee has potentially engaged in actions that pose serious safety concerns or constitute serious misconduct. The Medical Center has provided substantial documentation of that practice with this response.

⁴ Assistant Nurse Managers schedule certain "office hours" when they are available to meet with staff to discuss issues.

⁵ The facts in this Section are based on the (b) (6), (b) (7)(C), (b) (7)(D) Affidavit and exhibits thereto, as well as documentation submitted by the Medical Center in support of this Position Statement.

In this particular case, (b) (6), (b) (7)(C), (b) (7)(D)

(b) (6), (b) (7)(C), (b) (7)(D)

(b) (6), (b) (7)(C), (b) (7)(D)

(b) (6), (b) (7)(C), (b) (7)(D)

(b) (6), (b) (7)(C), (b) (7)(D) Aff., p. 3.)

(b) (6), (b) (7)(C), (b) (7)(D)

(b) (6), (b) (7)(C), (b) (7)(D)

(b) (6), (b) (7)(C), (b) (7)(D)

(b) (6), (b) (7)(C) on leave, (b) (6), (b) (7)(C) read the Form but did not elaborate on this confidentiality request. The Medical Center does not have any other policy regarding the placement of employees on leave during investigations or the requirement of confidentiality.

C. (b) (6), (b) (7)(C) Meets With (b) (6), (b) (7)(C) Regarding Disrupting Huddle.⁶

Nurses in the Medical Center's NICU department hold pre-shift huddle meetings twice a day. During those meetings, which begin at 6:45 a.m. and 6:45 p.m. (prior to the 7 a.m. and 7 p.m. shift changes), the charge nurse gives the oncoming nurses their patient assignments and quickly provides any necessary updates about the status of the unit. The huddles are meant to last 5 minutes. After the huddle is over, the nurses are expected to immediately take hand-off from and relieve the nurses currently on shift. Any delay in the huddle or lingering after the huddle can delay this hand-off and cause nurses from the current shift to stay late. Accordingly, all non-work conversation and delay is prohibited during the huddles. (b) (6), (b) (7)(C), (b) (7)(D)

(b) (6), (b) (7)(C), (b) (7)(D)

(b) (6), (b) (7)(C), (b) (7)(D) Aff., Ex. 11.)

On the morning of April 20, 2017, (b) (6), (b) (7)(C) was rounding in the unit when a nurse suggested (b) (6), (b) (7)(C) speak to a second nurse about something that happened in the huddle that morning. When (b) (6), (b) (7)(C) spoke to the second nurse, (b) (6), (b) (7)(C) told (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) had interrupted huddle to announce that (b) (6), (b) (7)(C) and the other nurses on leave would be happy to talk to anyone, and provided their phone numbers. The nurse told (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) announcement had disrupted huddle and made (b) (6), (b) (7)(C) uncomfortable.

(b) (6), (b) (7)(C) decided to talk to (b) (6), (b) (7)(C) about the issue for two reasons. First, (b) (6), (b) (7)(C) was concerned that (b) (6), (b) (7)(C) had disrupted a huddle meeting, which is prohibited for the reasons explained above. Second, (b) (6), (b) (7)(C) was concerned that (b) (6), (b) (7)(C) had violated the request in the Administrative Leave Pending Investigation Form not to discuss the incident with coworkers.

Based on those concerns, (b) (6), (b) (7)(C) met with (b) (6), (b) (7)(C) that morning. (b) (6), (b) (7)(C) included (b) (6), (b) (7)(C) in the meeting as a witness. In the meeting, (b) (6), (b) (7)(C) asked (b) (6), (b) (7)(C) about the announcement (b) (6), (b) (7)(C) had made during huddle that morning. (b) (6), (b) (7)(C) said (b) (6), (b) (7)(C) had talked about people contacting (b) (6), (b) (7)(C), but it had been a conversation with another nurse, not an "announcement." (b) (6), (b) (7)(C) volunteered that (b) (6), (b) (7)(C) had had lunch with (b) (6), (b) (7)(C) recently.

⁶ The facts in this Section are based on the (b) (6), (b) (7)(C) Affidavit and exhibits thereto, including (b) (6), (b) (7)(C) notes from (b) (6), (b) (7)(C) conversation with (b) (6), (b) (7)(C), (b) (7)(D) Aff., Ex. 12).

(b) (6), (b) (7)(C) informed (b) (6), (b) (7)(C) that, as part of being placed on administrative leave, the Medical Center had asked (b) (6), (b) (7)(C) not to discuss the incident with any coworkers. (b) (6), (b) (7)(C) responded that (b) (6), (b) (7)(C) did not know that. Concerned that (b) (6), (b) (7)(C) may have been violating that request, (b) (6), (b) (7)(C) asked (b) (6), (b) (7)(C) who had contacted who about having lunch. (b) (6), (b) (7)(C) responded, "We just had lunch." (b) (6), (b) (7)(C) decided to let the matter drop, and concluded the meeting.

D. (b) (6), (b) (7)(C) Employment is Terminated and (b) (6), (b) (7)(C) Receive Written Warnings.

After careful consideration, the Medical Center ultimately decided to terminate (b) (6), (b) (7)(C) employment due to (b) (6), (b) (7)(C) actions in the (b) (6), (b) (7)(C) incident. (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) Aff., Ex. 13.) (b) (6), (b) (7)(C) Medical Center also issued written warnings to (b) (6), (b) (7)(C) for their part in the incident. (b) (6), (b) (7)(C) Aff., Exs. 13a and 14.)

II. LEGAL ARGUMENT

A. 20-CA-196911 (b) (6), (b) (7)(C) 20-CA-196918 (b) (6), (b) (7)(C) and 20-CA-196913 (b) (6), (b) (7)(C)

1. *Allegations that Medical Center Placed (b) (6), (b) (7)(C) on Administrative Leave in Retaliation for Engaging in Protected, Concerted Activities.*

(b) (6), (b) (7)(C) allege that the Medical Center violated the Act by placing them on administrative leave. This allegation is unfounded for several reasons.

First, placing an employee on administrative leave pending an investigation is, standing alone, not an adverse employment action that triggers the Act's protections. Not every action by an employer is the basis for a Section 8(a)(3) retaliation claim. *See, e.g., Lancaster Fairfield Community Hospital*, 311 NLRB 401, 403-04 (1993) ("conference report" issued to employee was not formal discipline, and therefore was not grounds for retaliation claim); *Altercare of Wadsworth Ctr. for Rehab. & Nursing Care, Inc.*, 355 NLRB 565 (2010) (verbal coaching not basis for retaliation claim). The administrative leave was not disciplinary. The Medical Center had good cause to investigate the (b) (6), (b) (7)(C) incident, and placing employees on administrative leave during an investigation into potentially serious misconduct is a reasonable, non-disciplinary action.

Second, the administrative leave is unpaid only on a provisional basis. (b) (6), (b) (7)(C), (b) (7)(D) (b) (6), (b) (7)(C), (b) (7)(D) (b) (6), (b) (7)(C), (b) (7)(D) (b) (6), (b) (7)(C), (b) (7)(D) (See (b) (6), (b) (7)(C) Aff., Ex. 3a.) Thus, the unpaid status of the leave is temporary, and is itself not an adverse employment action. If the Medical Center ultimately decides to terminate employment or issue an unpaid suspension, that action could trigger the Act's protection. But the leave itself is not disciplinary in nature.

Third, the evidence presented in affidavits (b) (6), (b) (7)(C), (b) (7)(D) demonstrates that the Medical Center routinely places employees on unpaid administrative leave when it needs to investigate allegations of serious safety concerns or misconduct. In response to the Board's request, the Medical Center has also produced records showing that numerous other employees have been similarly placed on leave pending an investigation. The evidence refutes any

allegation that the Medical Center targeted (b) (6), (b) (7)(C) for different treatment in this regard.

Fourth, even if the administrative leave is viewed as an adverse action triggering protection of the Act, the Medical Center did not violate the Act by taking such action. This argument is explained fully below in Section II.C.2 in response to the charge that the Medical Center violated the Act by terminating (b) (6), (b) (7)(C) employment and issuing discipline to (b) (6), (b) (7)(C).

2. Allegation that Medical Center Prohibited (b) (6), (b) (7)(C) from Discussing Investigation with Co-Workers.

The Medical Center did not infringe upon employees' Section 7 rights by asking (b) (6), (b) (7)(C) to maintain a level of confidentiality concerning the investigation of the (b) (6), (b) (7)(C) incident.

The Medical Center does not have a blanket policy prohibiting employees from discussing the terms and conditions of their employment with their coworkers. Similarly, the Medical Center does not prohibit all employee conversation about disciplines they receive or that they are the subject of an investigation or have been questioned as part of an investigation. Employees are free to discuss any of these topics with their coworkers without any fear of reprisal.

Rather than a blanket policy, the Medical Center takes a case-by-case approach. Under limited circumstances, the Medical Center only asks employees to not discuss an incident when there is a concern that such discussion may influence recollections. (*See generally* (b) (6), (b) (7)(C) Aff.) Only when there is an incident that is serious, the Medical Center places employees who are the subjects of the investigation on an investigatory leave of absence while it looks into what took place. In this limited circumstance, those employees who are placed on a leave are given an Investigatory Leave of Absence form that in part states: "Please refrain from contacting staff within your unit or anyone involved in the above incident/events during your administrative leave." This single request, used only in limited situations where there is a danger of a tainted investigation, does not violate the Act in any way.

The facts here are very similar to those in *Banner Health v. NLRB*, 851 F.3d 35 (D.C. Cir. 2017). In that case, the employer had an investigative nondisclosure policy for human resources including a statement to be read to employees who were questioned as part of an investigation. The interviewer was to state: "I ask you not to discuss this with your coworkers while this investigation is going on, for this reason, when people are talking it is difficult to do a fair investigation and separate facts from rumors." *Id.* at 39. In that case, the Circuit Court overturned the Board's finding that this was an unlawful policy. Specifically, the Court found that there was no evidence that the employer actually had such a policy and because the Board had failed to establish that the employer always imposed a nondisclosure requirement on every investigation it conducted. *Id.* at 47.

Likewise here, the Medical Center does not have a policy that requires nondisclosure in all investigations. Rather, the Medical Center only requests confidentiality in those investigations of a very serious incident that warranted placing employees on an investigatory leave of absence. An employee yelling at (b) (6), (b) (7)(C) in busy hallway, pointing (b) (6), (b) (7)(C) finger in the (b) (6), (b) (7)(C) face repeatedly, surrounding (b) (6), (b) (7)(C) so that (b) (6), (b) (7)(C) cannot withdraw, and pushing

(b) (6), (b) (7)(C) with (b) (6), (b) (7)(C) stomach is the type of serious event that justified placing involved employees on a temporary leave of absence during the investigation. Because of the serious nature of this incident, the Medical Center had a legitimate concern that if the employees who were involved in the (b) (6), (b) (7)(C) incident discussed it among themselves memories could have been influenced or changed. The Medical Center certainly was justified in making sure that in this case, its investigation was fair and complete, and not tainted by gossip or collusion. *See Banner Health System*, 362 NLRB No. 137, *slip op.* at 5 (2015) (employer investigatory confidentiality policy must be on a case-by-case basis and confidentiality is necessary in a particular case to not compromise the investigation). In this case, the Medical Center satisfied the *Banner Health* factors as it does not always require investigatory confidentiality, and determined that given the gravity of the (b) (6), (b) (7)(C) incident, confidentiality was necessary to protect the integrity of its investigation.

B. 20-CA-197780 (b) (6), (b) (7)(C)

1. Allegation that the Medical Center Prohibited (b) (6), (b) (7)(C) from Discussing the Investigation with Others.

(b) (6), (b) (7)(C) alleges that (b) (6), (b) (7)(C) instructed (b) (6), (b) (7)(C) not to discuss the (b) (6), (b) (7)(C) incident investigation with others. This allegation has no merit, for two reasons.

First, the Medical Center's decision in this particular investigation to require confidentiality pending the outcome of the investigation was justified. This position is fully explained above in Section II.A.2.

Second, as (b) (6), (b) (7)(C) explained in (b) (6), (b) (7)(C) affidavit and as is set forth in (b) (6), (b) (7)(C), (b) (7)(D) notes of (b) (6), (b) (7)(C) conversation with (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), (b) (7)(D) Aff., Ex. 12), (b) (6), (b) (7)(C) understood (b) (6), (b) (7)(C), (b) (7)(D) (b) (6), (b) (7)(C), (b) (7)(D)

(b) (6), (b) (7)(C), (b) (7)(D) Only these three nurses had been issued the request to refrain from speaking about the investigation with coworkers. Accordingly, (b) (6), (b) (7)(C) informed (b) (6), (b) (7)(C) that the three nurses on leave had been requested not to speak to coworkers, including (b) (6), (b) (7)(C), about the investigation. (b) (6), (b) (7)(C) made no request to (b) (6), (b) (7)(C) not to speak to anyone about the investigation.

2. Allegation that the Medical Center Interrogated (b) (6), (b) (7)(C).

(b) (6), (b) (7)(C) did not unlawfully interrogate (b) (6), (b) (7)(C) during their (b) (6), (b) (7)(C) conversation.

First, the background evidence concerning huddles demonstrates (b) (6), (b) (7)(C) had a legitimate reason to ask (b) (6), (b) (7)(C) what had happened during the huddle. (b) (6), (b) (7)(C), (b) (7)(D) (b) (6), (b) (7)(C), (b) (7)(D) (b) (6), (b) (7)(C), (b) (7)(D) (b) (6), (b) (7)(C), (b) (7)(D) Aff., Ex. 11.) When (b) (6), (b) (7)(C) heard that (b) (6), (b) (7)(C) had interrupted and disrupted a huddle with a non-work announcement, (b) (6), (b) (7)(C) had a legitimate, good faith reason to investigate. *See Fresenius USA Manuf., Inc.*, 362 NLRB No. 130, *slip op.* at *2 (2015).

Second, (b) (6), (b) (7)(C) did not ask about any Section 7 activity. (b) (6), (b) (7)(C) did not ask the content of any conversations. While (b) (6), (b) (7)(C) asked what had happened during the huddle, (b) (6), (b) (7)(C) limited (b) (6), (b) (7)(C) inquiry to finding out whether (b) (6), (b) (7)(C) had disrupted the huddle—which is prohibited for a legitimate business reason, as described above.

Third, (b) (6), (b) (7)(C) sole question about (b) (6), (b) (7)(C) contact with (b) (6), (b) (7)(C) did not probe the content of their discussion. (b) (6), (b) (7)(C) had already disclosed, unprompted, that (b) (6), (b) (7)(C) had been in contact with (b) (6), (b) (7)(C) did not ask if (b) (6), (b) (7)(C) had spoken to the other nurses—(b) (6), (b) (7)(C) asked only what had happened during the huddle. Based on the confidentiality request in the Administrative Leave Pending Investigation Form, (b) (6), (b) (7)(C) had good reason to ask who had initiated that contact. If (b) (6), (b) (7)(C) had initiated the contact with (b) (6), (b) (7)(C), it would potentially be a violation of the confidentiality request in the form. Thus, (b) (6), (b) (7)(C) asked only who had initiated the contact. (b) (6), (b) (7)(C) did not ask any further questions, such as what they had spoken about or planned.

C. 20-CA-197833 (CNA)⁷

1. Allegation that the Medical Center Threatened (b) (6), (b) (7)(C) with Reprisals.

(b) (6), (b) (7)(C), (b) (7)(D) affidavit and (b) (6), (b) (7)(C) notes from (b) (6), (b) (7)(C) conversation with (b) (6), (b) (7)(C) (b) (6), (b) (7)(C), (b) (7)(D) Aff., Ex. 12) make clear that (b) (6), (b) (7)(C), (b) (7)(D) (b) (6), (b) (7)(C), (b) (7)(D) understood the confidentiality restriction applied only to the three nurses who had been placed on administrative leave—(b) (6), (b) (7)(C) (b) (6), (b) (7)(C) Only these three nurses had been issued the request to refrain from speaking about the investigation with coworkers. Accordingly, (b) (6), (b) (7)(C) informed (b) (6), (b) (7)(C) that the three nurses on leave had been requested not to speak to coworkers, including (b) (6), (b) (7)(C), about the investigation. (b) (6), (b) (7)(C) made no request to (b) (6), (b) (7)(C) not to speak to anyone about the investigation and did not threaten (b) (6), (b) (7)(C) in any fashion.

2. Allegation that (b) (6), (b) (7)(C) Discharge was Retaliatory.

(b) (6), (b) (7)(C) was discharged for (b) (6), (b) (7)(C) actions during the (b) (6), (b) (7)(C) incident. In that incident, (b) (6), (b) (7)(C) confronted (b) (6), (b) (7)(C), got inches from (b) (6), (b) (7)(C) face, pointed (b) (6), (b) (7)(C) finger at (b) (6), (b) (7)(C) and jabbed it at (b) (6), (b) (7)(C) repeatedly, yelled at (b) (6), (b) (7)(C) from inches away, physically pushed (b) (6), (b) (7)(C) with (b) (6), (b) (7)(C) stomach until (b) (6), (b) (7)(C) was backed up against the wall, blocked (b) (6), (b) (7)(C) from being able to withdraw from the confrontation, and after the confrontation pursued (b) (6), (b) (7)(C) despite being asked not to do so. This all occurred in front of multiple coworkers in a public hallway.

The Medical Center cannot and will not tolerate workplace violence. Its policy forbids any workplace violence such as this. Moreover, as discussed in more detail below, the Medical Center draws a clear and bright line at physical contact. When there is physical contact, the Medical Center discharges the assailant. As discussed below, the Board takes the same view—physical contact will cross the line and cause an employee to lose protection of the Act.

(b) (6), (b) (7)(C) and the Union allege the discharge was unlawful retaliation for protected concerted activity (“PCA”). The PCA allegedly included (1) (b) (6), (b) (7)(C) conduct during the (b) (6), (b) (7)(C) incident itself, (2) past instances of (b) (6), (b) (7)(C) raising workplace concerns, including during staff meetings, and (3) filing the instant ULP. Because (b) (6), (b) (7)(C) and the Union allege that (b) (6), (b) (7)(C) was engaged in PCA during the (b) (6), (b) (7)(C) incident, and in fact (b) (6), (b) (7)(C) was discharged for (b) (6), (b) (7)(C) conduct during the (b) (6), (b) (7)(C) incident, the *Atlantic Steel* analysis is applicable

⁷ In addition to the allegations discussed in this Section, CNA also alleges some violations that are duplicative of the allegations in the other charges. The Medical Center’s position on those duplicative allegations are discussed above in each of the separate charges.

as to that allegation. The *Wright Line* analysis is applicable to the remaining two allegations. Each is discussed in turn below.

a) *Atlantic Steel Analysis.*

Where “an employee is discharged for conduct that is part of the *res gestae* of protected activities, the relevant question is whether the conduct is so egregious as to take it outside the protection of the Act, or of such character as to render the employee unfit for service.” *Guardian Industries Corp.*, 319 NLRB 542, 549 (1995). The Board uses the *Atlantic Steel* analysis to determine whether the conduct is so egregious that it loses protection of the Act. *Atlantic Steel Co.*, 245 NLRB 814 (1979). Under *Atlantic Steel*, four factors are considered: (1) the subject matter of the outburst, (2) the nature of the outburst, (3) the place of the outburst, and (4) whether the outburst was provoked by the employer’s unfair labor practices. *Id.* at 816.

Place of the Discussion

The first factor weighs sharply against protection under the Act because the incident occurred in a work area and was witnessed by multiple coworkers.

(b) (6), (b) (7)(C), (b) (7)(D)
(b) (6), (b) (7)(C), (b) (7)(D)
(b) (6), (b) (7)(C), (b) (7)(D)
(b) (6), (b) (7)(C), (b) (7)(D)
(b) (6), (b) (7)(C), (b) (7)(D)
(b) (6), (b) (7)(C), (b) (7)(D)

Second, numerous coworkers witnessed the incident. In addition to (b) (6), (b) (7)(C) the incident was witnessed in whole or part by: (b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) and possibly others. The Board has repeatedly recognized that conduct will lose protection of the Act when the outburst occurs in front coworkers. *See Starbucks Corp.*, 354 NLRB 876, 878 (2009) (“The location of an employee’s conduct weighs against protection when the employee engages in insubordinate or profane conduct toward a supervisor in front of other employees regardless of whether those employees are on or off duty. The question is whether there is a likelihood that other employees were exposed to the misconduct.”); *Postal Service*, 350 NLRB 441, 459 (2007) (finding place of outburst weighed “heavily” against protection where outburst occurred in work area and was overheard by other employees); *Aluminum Co. of Am.*, 338 NLRB 20, 21 (2004) (outburst in employee breakroom overheard by supervisor and two employees); *Piper Realty Co.*, 313 NLRB 1289, 1290 (1994) (outburst in supervisor’s office with door open overheard by two clerical employees).

When numerous coworkers witness an employee berating and physically intimidating and pushing (b) (6), (b) (7)(C), it undermines workplace discipline and supervisorial authority. For example, in *DaimlerChrysler Corp.*, an employee confronted a supervisor in an open area of cubicles occupied by employees. 344 NLRB 1324, 1329 (2005). The evidence showed that the employee’s outburst was overheard by “at least three people.” *Id.* The Board found this factor weighed against protection under the Act.

As a result, this factor weighs strongly against protection.

Subject Matter of the Discussion

Initially, (b) (6), (b) (7)(C) and the three nurses (b) (6), (b) (7)(C) were discussing workplace concerns centering on staffing issues. However, when (b) (6), (b) (7)(C) raised (b) (6), (b) (7)(C) voice and began pushing against (b) (6), (b) (7)(C) with (b) (6), (b) (7)(C) stomach, (b) (6), (b) (7)(C) comments veered away from staffing concerns into a personal attack on (b) (6), (b) (7)(C), as (b) (6), (b) (7)(C) repeatedly yelled “and but and but, that’s all you say.”

As a result, this factor does not weigh in favor of protection.

Nature of the Outburst

Multiple witnesses, including (b) (6), (b) (7)(C), stated that (b) (6), (b) (7)(C) yelled at (b) (6), (b) (7)(C) with their faces 6 inches apart, repeatedly pointed (b) (6), (b) (7)(C) finger inches from (b) (6), (b) (7)(C) face, physically pushed (b) (6), (b) (7)(C) with (b) (6), (b) (7)(C) stomach and pressed against (b) (6), (b) (7)(C), whose back was to the wall, and, along with (b) (6), (b) (7)(C), surrounded (b) (6), (b) (7)(C) and blocked (b) (6), (b) (7)(C) path of escape. Even after (b) (6), (b) (7)(C) managed to withdraw from the confrontation, (b) (6), (b) (7)(C) pursued (b) (6), (b) (7)(C) had to ask (b) (6), (b) (7)(C) to stop following, not once but twice, before (b) (6), (b) (7)(C) finally relented.

While this account of the incident will likely be disputed by the charging parties, it is the truth and should be credited by the Board. (b) (6), (b) (7)(C) immediately wrote it down that evening while it was fresh in (b) (6), (b) (7)(C) head, and during (b) (6), (b) (7)(C) affidavit, (b) (6), (b) (7)(C) testified consistently with (b) (6), (b) (7)(C) contemporaneous written account. Moreover, (b) (6), (b) (7)(C) account of the incident was reiterated by two other witnesses—(b) (6), (b) (7)(C) in particular spoke to (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) the night of the incident, and reiterated the same sequence of events (b) (6), (b) (7)(C) recorded. Other witnesses told the Medical Center during the investigation that they did not see anything (b) (6), (b) (7)(C) or did not remember anything because they were not paying attention (b) (6), (b) (7)(C). The weight of the evidence, especially (b) (6), (b) (7)(C) contemporaneous written account, shows (b) (6), (b) (7)(C) acted egregiously.

Board precedent demonstrates that (b) (6), (b) (7)(C) actions during the incident were egregious, crossing far beyond the protection of the Act.

The Board has repeatedly found that physical contact with a supervisor can cause the misconduct to lose protection. One strikingly similar case is *LaGuardia Assoc., LLP*, 357 NLRB 1097 (2011). In that case, a group of employees surrounded a supervisor in a hallway, demanding that he accept delivery of a petition. Three of the employees touched the supervisor—one of them “pushed her chest against [the supervisor] and moved from side to side in front of him to block his exit.” *Id.* at 1101. The Board found the conduct of the three employees who physically touched the supervisor was sufficiently egregious to lose protection of the Act. *Id.* Importantly, in that case, there was no finding that the three employees had attempted to (or did) physically harm the supervisor. It was sufficient for the Board that the employees had surrounded the supervisor and touched him. “[W]e find that this deliberate physical contact reasonably threatened [the supervisor] and the [employer’s] ability to maintain workplace order and discipline.” *Id.*

Other Board decisions have similarly found that unprovoked physical contact—even when it was relatively minor and did not cause or even threaten actual injury—will cause action to lose protection of the Act. For example, in *National Semiconductor Corp.*, an employee lunged to grab a paper from a supervisor, in the process making “moderate physical contact” with the supervisor. 272 NLRB 973, 974 (1984). The Board found that conduct sufficiently

egregious to lose protection of the Act. *See also The Commercial Linen Exch.*, 2004 WL 508507 (NLRB Div. of Judges, Mar. 3, 2004) (employee's "unprovoked physical assault in pushing [supervisor] away constituted open insubordination to a supervisor, which is serious misconduct and which cost her the protection of the Act.").

Often, when it finds an employee's conduct did *not* lose protection of the Act, the Board carefully observes that the employee did not physically touch or intimidate a supervisor. That fact makes those cases distinguishable from this case. *Cf. Plaza Auto Center, Inc.*, 360 NLRB 972, 976 (2014) (holding employee's "conduct was not menacing, physically aggressive, or belligerent" and employee "did not hit, touch, or attempt to hit or touch supervisor] in any way after uttering the remarks"); *U.S. Postal Serv.*, 364 NLRB No. 62 (July 29, 2016) (noting that employee "stood up, declared that she could do and say what she wanted, pointed at [supervisor], and took two steps towards her as she left the room. But [employee] never sought to touch [supervisor] or prevent her from leaving, nor did [employee] pursue [supervisor] as she left."); *Datwyler Rubber & Plastics, Inc.*, 350 NLRB 669, 670 (2007) (conduct protected where "unaccompanied by physical contact or threat of physical harm").⁸

In addition to making physical contact and pushing against (b) (6), (b) (7)(C) with (b) (6), (b) (7)(C) body, (b) (6), (b) (7)(C) was also yelling at (b) (6), (b) (7)(C) in the face from six inches away and pointing (b) (6), (b) (7)(C) finger repeatedly in (b) (6), (b) (7)(C) face. This conduct added to the overall belligerence, menace, and intimidation of the confrontation. *See Rich Prod.*, 2017 WL 1295416 (Apr. 6, 2017) (finding loss of protection of the Act where, although employee "made no threatening statements, I do find [employee's] yelling at his supervisor 'at the top of his lungs' while nearly face-to-face was at least intimidating").

Further, in addition to the physical touching, yelling, and pointing, (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) surrounded (b) (6), (b) (7)(C) and cornered (b) (6), (b) (7)(C) against a wall. This prevented (b) (6), (b) (7)(C) from escaping from the confrontation. To extract (b) (6), (b) (7)(C) had to slide sideways along the wall. By

⁸ The sole case we are aware of in which the Board found physical contact did not lose protection of the Act is *E.I. DuPont*, 263 NLRB 159, 159 (1982). In that case, the Board found the employee's supervisor had engaged in a sustained campaign of harassment toward the employee over several months. The incident in question was initiated and provoked by the supervisor, who came up to the employee and stood face-to-face, inches apart. The employee "then pushed [the supervisor] away by placing his hand on [the supervisor's] chest." *Id.* The employee used his left hand, though he was right-handed, and his palm was open. There was no other physical contact between them. The Board found that the employee's push was a "moderate, almost reflexive action" following a months-long "campaign of intimidation and harassment" by the supervisor. *Id.* "Where the employer has provoked the employee, the onus for discharge should not be automatically transferred to the employee. To allow the employer to use the logical and intended result of its intensive harassment campaign to justify its discharge of the subject of that illegal harassment would be to reward the employer for its own wrongdoing." *Id.* The basic lesson of *E.I. DuPont* is that an employer cannot justify terminating an employee for responding in a reasonable way to a months-long campaign of harassment and intimidation by a supervisor.

(b) (6), (b) (7)(C) actions are very different from those of the employee in *E.I. DuPont*. In *E.I. DuPont*, the employee was pushed "to a point of no return" by the supervisor's relentless campaign of harassment. There is absolutely no such evidence here that (b) (6), (b) (7)(C) had been harassed by (b) (6), (b) (7)(C) for several months. Further, in *E.I. DuPont*, the supervisor was essentially the aggressor, initiating the confrontation by coming up face-to-face with the employee. Here, it is undisputed that (b) (6), (b) (7)(C) initiated the confrontation, and (b) (6), (b) (7)(C) was the aggressor, approaching and pushing (b) (6), (b) (7)(C) without any provocation.

surrounding (b) (6), (b) (7)(C) added to the menace and intimidation of the situation. See *LaGuardia*, 357 NLRB at 1101.

Finally, (b) (6), (b) (7)(C) pursued (b) (6), (b) (7)(C) when (b) (6), (b) (7)(C) walked away. (b) (6), (b) (7)(C) asked (b) (6), (b) (7)(C) to stop following (b) (6), (b) (7)(C), but (b) (6), (b) (7)(C) persisted, forcing (b) (6), (b) (7)(C) to ask (b) (6), (b) (7)(C) again to stop following. By following (b) (6), (b) (7)(C) even after (b) (6), (b) (7)(C) told (b) (6), (b) (7)(C) to stop, (b) (6), (b) (7)(C) added another element of physical intimidation and menace to the confrontation.

For those reasons, the nature of (b) (6), (b) (7)(C) actions during the incident weigh heavily against protection under the Act.

Provocation by ULP

There is no evidence or allegation the Medical Center engaged in any unfair labor practices prior to the (b) (6), (b) (7)(C) incident. As a result, this factor does not weigh in favor of protection.

Balancing the Factors

Two of the factors (the subject of the outburst and prior provocation) do not weigh in favor of protection, and the other two factors (the egregious nature of the outburst and the public place of the outburst) weigh heavily against protection. Weighing the factors, (b) (6), (b) (7)(C) actions during the (b) (6), (b) (7)(C) incident went far beyond the protection of the Act. Put simply, during an aggressive confrontation, (b) (6), (b) (7)(C) yelled at (b) (6), (b) (7)(C) from 6 inches away and pushed (b) (6), (b) (7)(C) up against a wall with (b) (6), (b) (7)(C) stomach in front of multiple coworker witnesses. Board precedent makes clear that this conduct is egregious, and loses protection of the Act.

Accordingly, the Medical Center's decision to terminate (b) (6), (b) (7)(C) employment based on the (b) (6), (b) (7)(C) incident did not violate the Act.

b) *Wright Line Test.*

Under *Wright Line*, the charging party must prove that anti-union animus was a substantial or motivating factor in the employer's actions. 251 NLRB 1083 (1980). The charging party must show PCA by the employee involved, employer knowledge of such activity, and animus against that activity by the employer. *Id.* If the charging party makes that showing, the employer may establish an affirmative defense by proving that the "same action would have been taken even in the absence of protected activity." *L.B. & B. Assocs., Inc.*, 346 NLRB 1025, 1026 (2006).

Prima Facie Case

(b) (6), (b) (7)(C) and the Union cannot establish a prima facie case.

(b) (6), (b) (7)(C), (b) (7)(D) testified in affidavit that (b) (6), (b) (7)(C), (b) (7)(D)

(b) (6), (b) (7)(C), (b) (7)(D) stated in affidavit that (b) (6), (b) (7)(C), (b) (7)(D)

This evidence undercuts the argument that the Medical Center targeted (b) (6), (b) (7)(C) due to (b) (6), (b) (7)(C) actions in raising workplace concerns.

Moreover, (b) (6), (b) (7)(C) and the Union cannot demonstrate any causal nexus between the termination and any past PCA. (To the extent the PCA at issue is the (b) (6), (b) (7)(C) incident, the proper analysis is the *Atlantic Steel* test, discussed above.) Most of the instances of alleged PCA by (b) (6), (b) (7)(C) happened months or years before (b) (6), (b) (7)(C) termination.

The Union also alleges (b) (6), (b) (7)(C) was discharged in retaliation for filing the unfair labor practice charge. This allegation is similarly without basis. At the time (b) (6), (b) (7)(C) filed the ULP, (b) (6), (b) (7)(C) had already been placed on administrative leave for (b) (6), (b) (7)(C) actions on (b) (6), (b) (7)(C). Further, (b) (6), (b) (7)(C) both filed ULPs as well, and they were not discharged. Moreover, the Medical Center was unaware any ULPs had been filed until (b) (6), (b) (7)(C) 2017, when (b) (6), (b) (7)(C) informed the Medical Center (as they were being handed their disciplinary notices) they had filed ULPs.

In sum, there is simply no evidence that the reason for (b) (6), (b) (7)(C) discharge had anything to do with any past alleged PCA. Instead, the evidence is overwhelming that the Medical Center discharged (b) (6), (b) (7)(C) due to (b) (6), (b) (7)(C) actions on (b) (6), (b) (7)(C). (For that reason, the *Atlantic Steel* analysis is the proper framework for the discharge allegation in this case.)

Medical Center Would Have Discharged (b) (6), (b) (7)(C) Regardless of Any PCA.

Where the evidence shows the employer would have taken the same action regardless of the employee's PCA, the employer action must be upheld and no violation found. *See Gaylord Hosp.*, 359 NLRB No. 143 (2013) (aff'g ALJ finding that "[g]iven these conclusions, and based upon the evidence overall, I find that Respondent would have discharged [employee] based upon its reasonable, good-faith belief that she had intentionally falsified a medical record, regardless of her protected concerted activity."). Indeed, an employee's PCA does not insulate the employee from their obligation to adhere to performance standards and expectations. *Advanced Servs., Inc.*, 18-CA-17958, 2006 WL 2067932 (N.L.R.B. Div. of Judges, July 21, 2006) ("Their protected concerted activity did not insulate them from adhering to the standards established by the employer"); *Diversified Bank Installations, Inc.*, 324 NLRB 457, 473 (1997) (aff'g ALJ) ("Of course, the fact that an employee engages in union or protected concerted activity, or both, does not immunize that employee from discharge, if there is justified cause for doing so.").

The Medical Center discharged (b) (6), (b) (7)(C) for (b) (6), (b) (7)(C) egregious actions on (b) (6), (b) (7)(C). The evidence and rationale are detailed throughout this position statement and need not be repeated here. Suffice to say, the Medical Center had a clear, legitimate reason to discharge (b) (6), (b) (7)(C).

Further, the Medical Center has submitted with this response ample evidence that the discipline issued to (b) (6), (b) (7)(C) is consistent with the Medical Center's approach to other infractions in the past. (b) (6), (b) (7)(C), (b) (7)(D)

(b) (6), (b) (7)(C), (b) (7)(D) Aff., Ex. 2.) The discipline issued varies depending on the severity of the conduct. For instance, the Medical Center typically issues 1- or 2-day suspensions where the employee aggressively yells at a coworker or a supervisor in a threatening manner. (Response to Request for Documentation, Ex. A (employee received 2-day suspension for yelling at coworker and a supervisor to the point they feared physical harm); Ex. B (employee suspended for 3 days for yelling and name calling direct at a coworker in a patient care area).) For more serious conduct, lengthy suspensions are given. (*Id.*, Ex. C (employee issued 19-day suspension for yelling and shouting at a supervisor, and acting in a physically aggressive manner).) However, when there is actual physical contact,

the employee is terminated. (*Id.*, Ex. D (employee was terminated for punching a coworker). Importantly, there are no instances of an employee making physical contact with a coworker or a supervisor that did not result in termination.

Thus, while there has been no identical instance of such misconduct by another employee in the past, a review of past disciplines reveals the Medical Center has drawn a bright line at physical contact. When an employee has engaged in an aggressive confrontation that included physical contact, the Medical Center has terminated employment. When the aggressive confrontation has not included physical contact, the Medical Center has issued discipline short of termination. (b) (6), (b) (7)(C) termination of employment is consistent with past practice. Board decisions routinely hold that such evidence proves that the employer would have issued the discipline regardless of the employee's PCA. *See, e.g., Boardwalk Regency Corp.*, 344 NLRB 984, 1002 (2005).

3. ***Allegations that (b) (6), (b) (7)(C) Corrective Actions were Retaliatory.***

The analysis of the *Atlantic Steel* factors discussed above in Section II.C.2.a apply to both (b) (6), (b) (7)(C) allegations as well, with the only difference in the nature of the outburst. While (b) (6), (b) (7)(C) did not touch (b) (6), (b) (7)(C), multiple witnesses informed the Medical Center that (b) (6), (b) (7)(C) joined (b) (6), (b) (7)(C) as (b) (6), (b) (7)(C) cornered (b) (6), (b) (7)(C) against the wall. (b) (6), (b) (7)(C) along with (b) (6), (b) (7)(C), blocked (b) (6), (b) (7)(C) path of escape. By joining (b) (6), (b) (7)(C) and stepping closer to (b) (6), (b) (7)(C) when (b) (6), (b) (7)(C) stepped close, (b) (6), (b) (7)(C) participated in (b) (6), (b) (7)(C) loud confrontation of (b) (6), (b) (7)(C) in a public hallway in front of numerous employees.

With respect to the *Wright Line* test, please refer to the discussion above in Section II.C.2.b, as it applies equally to both (b) (6), (b) (7)(C).

III. UNION'S REQUEST FOR INJUNCTIVE RELIEF

As the facts above clearly demonstrate, the stringent requirements for injunctive relief have not been satisfied. In determining whether to grant interim relief under Section 10(j), the Regional Director "must establish that he is likely to succeed on the merits, that he is likely to suffer irreparable harm in the absence of preliminary relief, that the balance of equities tips in his favor, and that an injunction is in the public interest." *Frankl v. HTH Corp.*, 650 F.3d 1334 (9th Cir. 2011) (quoting *Winter v. Nat. Res. Def. Council*, 555 U.S. 7 (2008)).

In this case, the analysis ends at the first prong of test as the union nor the Regional Director can demonstrate likelihood of success on the merits. *See Small v. Swift Transp. Co., Inc.*, 2009 WL 3052637 (C.D. Ca. 2009). In *Small*, the District Court found that, where there are disputed facts as to whether employees were terminated for their organizing activities or legitimate grounds, the Regional Director had failed to show likelihood of success. *Id.* at 8.

Here, the facts of the (b) (6), (b) (7)(C) incident are very much in dispute. (b) (6), (b) (7)(C) and the Union contend that (b) (6), (b) (7)(C) was terminated for engaging in organizing activities on behalf of the union and concerted activities with (b) (6), (b) (7)(C) coworkers. Significantly, the Medical Center was *never* aware that (b) (6), (b) (7)(C) had engaged in any concerted or organizing activities until the current ULPs were filed. Obviously, an employer cannot unlawfully terminate an employee for organizing activities it was unaware of. Moreover, the Medical Center terminated (b) (6), (b) (7)(C) for (b) (6), (b) (7)(C) improper (b) (6), (b) (7)(C) conduct—repeatedly yelling at (b) (6), (b) (7)(C) in a public hallway, pointing (b) (6), (b) (7)(C) finger directly into (b) (6), (b) (7)(C) face, physically backing (b) (6), (b) (7)(C) into a corner with (b) (6), (b) (7)(C).

body, making physical contact, and pursuing (b) (6), (b) (7)(C) as (b) (6), (b) (7)(C) tried to withdraw from the confrontation. (b) (6), (b) (7)(C) actions are completely beyond the Act's protection and therefore (b) (6), (b) (7)(C) termination was entirely lawful. (See Section II.C.2 above.) As such, there is no basis for a 10(j) application, as the Regional Director would not be able to show that (b) (6), (b) (7)(C) was unlawfully terminated.

Further, neither the Union nor the Region can establish that (b) (6), (b) (7)(C) termination falls into the category of a "nip in the bud" situation. As stated, the Medical Center was not aware of any union sympathies or activity by (b) (6), (b) (7)(C). See *Osthus v. Relco Locomotives, Inc.*, 2012 WL 12884897 (S.D. Iowa 2012) (District Court denied 10(j) relief, finding that union could not show irreparable harm by termination of employee supporters). The burden of proving that the Medical Center did have such knowledge rests entirely on the Union – and the Union cannot meet that burden here. *Id.* at 3. Without proof that the Medical Center was aware of (b) (6), (b) (7)(C) alleged union activity, there can be no unlawful animus for its decision to terminate (b) (6), (b) (7)(C) employment, and certainly no basis for preliminary injunctive relief. *Id.* at 4-5.

The Union's own ULP proves damaging to its 10(j) application. In its Charge, the Union claims that other RNs at the Medical Center were engaged in organizing efforts on its behalf. (b) (6), (b) (7)(C) is one RN out of more than 1,500 (b) (6), (b) (7)(C). There is no election petition filed, no election scheduled, and no evidence that the Medical Center had any knowledge that (b) (6), (b) (7)(C) was a "leader" of a union organizing campaign. See *Sharp v. Parents in Community Action*, 172 F.3d 1034, 1039-40 (8th Cir. 1999) (Circuit Court upheld the denial of a 10(j) injunction finding that the termination of a single pro-union employee organizer did not constitute irreparable harm).

Even assuming *arguendo* that the Union ultimately proves to an ALJ that (b) (6), (b) (7)(C) was unlawfully terminated, there are more than sufficient remedies to make (b) (6), (b) (7)(C) whole – such as reinstatement and full back pay for any lost wages. Indeed, the Board has "very potent remedial powers" that can adequately address any violation of the Act. *Id.* at 1040. In short, the established evidence here simply does not present "one of those rare situations in which the delay inherent in completing the adjudicatory process will frustrate the Board's ability to remedy the alleged unfair labor practices." *Id.*

* * *

Based on the information provided by the Medical Center, the charges should be dismissed. Please let me know if further information is required from the Medical Center or if you have any questions.

Very truly yours,



Jatinder K. Sharma
Assistant General Counsel
Sutter Health Office of the General Counsel



Office of the General Counsel

2200 River Plaza Drive
Sacramento, CA 95833

Filed Via NLRB Electronic Filing System

June 13, 2017

Janay Parnell, Field Examiner
National Labor Relations Board, Region 20
901 Market Street, Suite 400
San Francisco, CA 94103

Re: *Employer's Position Statement – Response to Requests for Documentation*
Sutter Medical Center, Sacramento
Cases Nos. 20-CA-196911, 20-CA-196913, 20-CA-196918, 20-CA-197780, 20-CA-197833

Dear Ms. Parnell:

Below please find responses to the specific requests for documentation contained in your May 22, 2017 letter requesting evidence.

1. Please provide me with a completed version of the Commerce Questionnaire that can be found at: <https://www.nlr.gov/sites/default/files/attachments/basic-page/node-3040/NLRB%205081.pdf>

The Employer stipulates that the Board has jurisdiction.

2. Please provide me with copies of the Employer's discipline policy, workplace violence policy, confidentiality policies regarding administrative leave investigations, and all other policies that are relevant to the issues in the charges.

Relevant policies were provided during the Affidavit of (b) (6), (b) (7)(C), (b) (7)(D).

3. Please provide the approximate date(s) that the Employer first learned that (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) were engaging in Union activities, and please provide any supporting documentary evidence.

The Employer has not been and is not aware that (b) (6), (b) (7)(C) were engaging in any Union activities.

4. Please explain whether, during an Advanced Life Support Meeting in 2016, (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) stated that if the employees got the Union, then the Employer wouldn't have ALS nurses anymore. If this statement or any similar statements were made, then please provide me with (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) versions of the meeting where the statement was made and the date of the meeting. Also, please provide any supporting documentary evidence.

Please see the Affidavit of (b) (6), (b) (7)(C), (b) (7)(D). (b) (6), (b) (7)(C) also confirms that no such incident occurred, and no such statement or similar statement was made.

5. Please explain the reason(s) that (b) (6), (b) (7)(C) were placed on administrative leave and please provide any supporting documentary evidence.

Please see Position Statement.

6. Please provide all evidence that the Employer obtained during its investigation into the incident that resulted in (b) (6), (b) (7)(C) being placed on administrative leave, including but not limited to internal memoranda, witness statements, e-mails, letters, and/or notes, regarding and/or discussing the incident.

Responsive documents were produced during the Affidavit of (b) (6), (b) (7)(C), (b) (7)(D).

7. Please provide me with any video footage of the incident that resulted in (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) being placed on administrative leave.

The incident was not captured on video (to the Employer's knowledge).

8. Please explain the reason that the Employer decided to terminate (b) (6), (b) (7)(C) after completing its investigation while (b) (6), (b) (7)(C) was on administrative leave. Please provide any supporting documentary evidence.

Please see Position Statement.

9. Please explain the reason that the Employer decided to discipline (b) (6), (b) (7)(C) after completing its investigation while they were on administrative leave. Please provide any supporting documentary evidence.

Please see Position Statement.

10. Please explain whether any other employees have engaged in conduct that was similar to the conduct for which (b) (6), (b) (7)(C) were placed on administrative leave.

- A. If so, then please explain whether or not the other employees were placed on administrative leave, disciplined, and/or terminated, and please provide supporting documentary evidence.

Please see enclosed disciplinary notices to other employees, Exhibits A through D hereto.

- B. If any employees engaged in similar conduct and were not placed on administrative leave, then please provide an explanation and supporting documentary evidence showing the reason(s) that the Employer did not place the other employees on administrative leave.

The Employer is not aware of any other employee engaging in similar conduct that did not result in being placed on administrative leave pending an investigation.

- C. If any employees engaged in similar conduct and were not disciplined, then please provide an explanation and supporting documentary evidence showing the reason(s) that the Employer did not discipline the other employees.

The Employer is not aware of any other employee engaging in similar conduct that did not result in discipline.

- D. If any employees engaged in similar conduct and were not terminated, then please provide an explanation and supporting documentary evidence showing the reason(s) that the Employer did not terminate the other employees.

The Employer is not aware of any other employee engaging in closely similar conduct that did not result in termination. As is apparent from the enclosed disciplinary notices issued to other employees, Exhibits A through D hereto, the Employer has drawn a bright line at physical contact. When an employee has engaged in an aggressive confrontation that included physical contact, the Employer has terminated employment. When the aggressive confrontation has not

included physical contact, the Employer has issued discipline short of termination. (b) (6), (b) (7)(C) termination of employment is consistent with past practice.

11. Please provide me with copies of all administrative leave notices, disciplinary notices, and termination notices that the Employer has issued to employees from May 19, 2015 to date.

The Employer has enclosed several disciplinary notices issued to employees for somewhat similar issues, Exhibits A through D hereto. The Employer has also enclosed several examples of the form used to place employees on administrative leave pending an investigation, Exhibit E hereto.

12. Please provide me with (b) (6), (b) (7)(C) version of (b) (6), (b) (7)(C) conversations with (b) (6), (b) (7)(C) where (b) (6), (b) (7)(C) placed them on administrative leave. Please provide any supporting documentary evidence, including but not limited to internal memoranda, e-mails, letters, and/or notes, regarding and/or discussing the conversations.

Please see Position Statement.

13. Please provide me with (b) (6), (b) (7)(C) version of the conversation that (b) (6), (b) (7)(C) had with (b) (6), (b) (7)(C) on or about April 20, 2017 regarding (b) (6), (b) (7)(C) discussions with (b) (6), (b) (7)(C) about their administrative leave. Please also provide any supporting documentary evidence, such as notes, from the conversation.

Please see Position Statement.

14. Please explain whether the Employer has a policy regarding employees who are on administrative leave not discussing their administrative leave investigations with their co-workers. If so, then please explain whether the Employer applies the policy to all administrative leave investigations, or applies the policy on a case-by-case basis.

Please see Position Statement.

15. Please explain the reason(s) that the Employer did not want (b) (6), (b) (7)(C) administrative leave investigations to be discussed with their co-workers, and please address the following questions:

- A. Please explain whether the Employer feared that a corruption of its investigation would likely occur without confidentiality, and please provide the Employer's rationale.
- B. Please explained whether witnesses needed protection, and please provide the Employer's rationale.
- C. Please explain whether evidence was in danger of being destroyed, and please provide the Employer's rationale.
- D. Please explain whether testimony was in danger of being fabricated, or whether there was a need to prevent a cover up, and please provide the Employer's rationale.

Please see Position Statement and Affidavit of (b) (6), (b) (7)(C), (b) (7)(D).

Very truly yours,

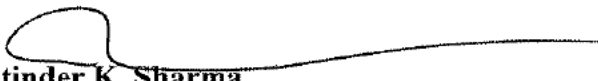

Jatinder K. Sharma
Assistant General Counsel
Sutter Health Office of the General Counsel

EXHIBIT A

CORRECTIVE ACTION NOTICE

To: (b) (6), (b) (7)(C)
Date: (b) (6), (b) (7)(C) 16

Employee Number: (b) (6), (b) (7)(C)
Manager/Director: (b) (6), (b) (7)(C)

Department: (b) (6), (b) (7)(C)

We believe that every individual wants and needs to know if satisfactory performance is not being achieved and/or if policies and practices are being violated. Corrective Action is a positive step toward resolution of an identified problem and, to the extent possible, gives each employee an opportunity to correct job related behavior/performance. Involuntary termination is not the desired result, and is used only after significant attempts have been made to solve the problem, or in response to serious conduct violations.

PART I CORRECTIVE ACTION TAKEN:

☐ **WRITTEN WARNING LEVEL 1:** The following problem must be resolved by _____ or further corrective action will be needed.
Date _____

☒ **FINAL WRITTEN or SUSPENSION:** The following problem has led to your suspension from (b) (6), (b) (7)(C) 16 to (b) (6), (b) (7)(C) 16
Dates _____

☐ **WRITTEN WARNING LEVEL 2:** The following problem must be resolved by _____ or it will result in: ☐ Suspension ☐ Termination
Date _____

☐ **INVOLUNTARY TERMINATION:** The following problem has led to your termination effective: _____
Date _____

PART II DESCRIPTION OF PROBLEM:

<p>The specific problem is (including dates):</p> <p>Policy Violations: <i>HR Policy Guidelines for Disruptive Behavior and Prevention of Workplace Violence; Sutter Standards of Behavior</i></p> <p>On Wednesday, (b) (6), (b) (7)(C) 16, (b) (6), (b) (7)(C) met with (b) (6), (b) (7)(C) to discuss (b) (6), (b) (7)(C) concern about audits occurring in the Emergency Department. (b) (6), (b) (7)(C) was upset that the audits included equipment set-ups for patients for whom (b) (6), (b) (7)(C) was providing care. (b) (6), (b) (7)(C) explained that audits are a standard department procedure with the purpose of looking for constant process improvement and that it was not personally directed at him.</p> <p>(b) (6), (b) (7)(C) behavior escalated from being upset to being visibly angry. (b) (6), (b) (7)(C) displayed disruptive and aggressive behavior towards a coworker and (b) (6), (b) (7)(C) threatening demeanor and physical stance included yelling at (b) (6), (b) (7)(C) in front of a coworker to the point where they thought that (b) (6), (b) (7)(C) would resort to physical force. (b) (6), (b) (7)(C) was asked to leave (b) (6), (b) (7)(C) shift early due to (b) (6), (b) (7)(C) angry and hostile behavior. (b) (6), (b) (7)(C) actions caused enough concern that SMCS Security was contacted as a precaution. (b) (6), (b) (7)(C) behavior was not in compliance with the <i>Sutter Health Standards of Behavior</i>.</p>
<p>A resolution to the problem is important because:</p> <p>SMCS is committed to creating the best work environment possible, including the safety and health of all employees, volunteers and medical staff. SMCS will not tolerate violence or disruptive behavior in the workplace and will make every reasonable effort to prevent such incidents from occurring.</p>
<p>Assistance and/or previous warning offered by Supervisor:</p> <ul style="list-style-type: none"> • New campus merger/orientation (1/2015) – review and signing of <i>Sutter Standards of Behavior</i> • New Hire Department Orientation (8/2014) – review and signing of <i>Sutter Standards of Behavior</i>
<p>Criteria for determining whether or not the problem is resolved:</p> <p>(b) (6), (b) (7)(C) behavior must be appropriate to the <i>Sutter Health Standards of Behavior</i>. (b) (6), (b) (7)(C) must conduct (b) (6), (b) (7)(C) with restraint and professionalism in order to contribute to a positive and safe work environment. (b) (6), (b) (7)(C) must be willing to receive constructive feedback and accept that such feedback is offered sincerely as a means to help (b) (6), (b) (7)(C) develop as a healthcare professional.</p>
<p>Date(s) for progress review and follow-through meetings(s):</p> <p>(b) (6), (b) (7)(C) will meet with (b) (6), (b) (7)(C) on a regular basis (frequency to be determined) for the next 60 days.</p>
<p>Other Comments (i.e., supporting data, etc.):</p> <ul style="list-style-type: none"> • (b) (6), (b) (7)(C) understands that if (b) (6), (b) (7)(C) exhibits disruptive and threatening behavior again, it may result in further corrective action, up to and including termination. • Provide HR Grievance Policy to the employee

PART III DISPOSITION OF ACTION NOTICE:

☐ **Written Warning/ Level 1 and 2:** Under certain conditions, after one year from the date of this Corrective Action Notice, you may make a written request for the Department Director to have this document removed from your HR file. In order for this to occur, there must not be any additional or ongoing corrective action issues.

☒ Suspension/Termination: In cases involving a Final Written/ Suspension and/or Termination, this form becomes a permanent part of your HR file.

PART IV SIGNATURES:

Employee's signature below indicates receipt of above notice, and does not necessarily imply agreement. Employee may add comments on reverse side or pursue right to grievance according to the company's Grievance Procedures.

(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	Date (b) (6), (b) (7)(C) / 16

This form is to be discussed with the employee. Obtain necessary signatures. DISTRIBUTION: Department files; Employee copy; Forward copy to HR immediately

EXHIBIT B

CORRECTIVE ACTION NOTICE

To: (b) (6), (b) (7)(C)
Date: (b) (6), (b) (7)(C) 2015

Employee Number: (b) (6), (b) (7)(C)
Manager/Director: (b) (6), (b) (7)(C)

Department: (b) (6), (b) (7)(C)
Team/Psych Response Team

We believe that every individual wants and needs to know if satisfactory performance is not being achieved and/or if policies and practices are being violated. Corrective Action is a positive step toward resolution of an identified problem and, to the extent possible, gives each employee an opportunity to correct job related behavior/performance. Involuntary termination is not the desired result, and is used only after significant attempts have been made to solve the problem, or in response to serious conduct violations.

PART I CORRECTIVE ACTION TAKEN:

☐ **WRITTEN WARNING LEVEL 1:** The following problem must be resolved by _____ or further corrective action will be needed.
Date

☒ **FINAL WRITTEN or SUSPENSION:** The following problem has led to your suspension from (b) (6), (b) (7)(C) to (b) (6), (b) (7)(C)
Dates

☐ **WRITTEN WARNING LEVEL 2:** The following problem must be resolved by _____ or it will result in: ☐ Suspension ☐ Termination
Date

☐ **INVOLUNTARY TERMINATION:** The following problem has led to your termination effective: _____
Date

PART II DESCRIPTION OF PROBLEM:

Violation of Standards of Behavior & Failure to follow Direct Patient Care Observation Policy #PRT 1102:

Between (b) (6), (b) (7)(C) 2015 at approximately 23:30 through (b) (6), (b) (7)(C) 2015 at approximately 03:00, while working on (b) (6), (b) (7)(C) at Sutter Medical Center, Sacramento Emergency Department, PRT management received several calls and e-mails from multiple staff and supervisors that you were verbally arguing with another staff member in a patient care area (emergency department) and had left assigned patients unattended. It was reported that you were engaged in name calling back and forth with another staff member, confrontational behavior, and raised tone of voice in patient areas.

The investigation substantiated that you engaged in unprofessional conduct and that (b) (6), (b) (7)(C) had to leave a patient's room and directly insert (b) (6), (b) (7)(C) into a verbal confrontation between you and the other employee.

Additionally, based on review of security surveillance of the ED between the above dates and times, you were observed using your cell phone while assigned to direct observation of patients (23:38 & 02:06) and leaving your assigned watch on several occasions (23:47, 00:07, 00:42, 01:30 and 01:37).

A resolution to the problem is important because:

1. Failure to provide direct observation in accordance with our policy places patients, staff and visitors at risk for harm.
2. Failure to adhere to the standards of behavior has the potential to create a negative work environment, degrade the quality of care provided and can adversely impact patients in crisis.

Assistance and/or previous warning offered by Supervisor:

1. 1-9-2013 – Corrective Action Level 1 - Violations of the direct observation policy and standards of behavior
2. 11/18/2015 – PCSS Monthly Staff Meeting – Discussed that use of your personal cell phone while conducting direct observation/patient care would result in corrective action if observed by management staff in person or on periodic review of security surveillance of the ED.

Criteria for determining whether or not the problem is resolved:

1. Adherence to the Standards of Behavior and Direct Observation standards as outlined in Psych Response Team Policy on Direct Observation – PRT 1102.
2. No additional violations of the direct observation policy and Sutter Standard of Behavior for one year from the date of this corrective action notice

Date(s) for progress review and follow-through meetings(s):

1. Supervisor will monitor compliance to the Direct Observation Policy and Standards of Behavior
2. 1:1 meetings with supervisor as needed for further skill development and notifying supervisor immediately if future conflicts with staff arise.

Other Comments (i.e., supporting data, etc.):

Given the significance of this incident and multiple discussions regarding maintaining Standards of Behavior and Patient Safety, we are moving directly to a final written warning with suspension.

Continued failure to adhere to the above criteria for resolution or subsequent violations of the Direct Observation Policy and Standards of Behavior may result in further corrective action, up to and including termination.

PART III DISPOSITION OF ACTION NOTICE:

☐ Written Warning/ Level 1 and 2: Under certain conditions, after one year from the date of this Corrective Action Notice, you may make a written request for the Department Director to have this document removed from your HR file. In order for this to occur, there must not be any additional or ongoing corrective action issues.

☒ Suspension/Termination: In cases involving a Final Written/ Suspension and/or Termination, this form becomes a permanent part of your HR file.

PART IV SIGNATURES:

Employee's signature below indicates receipt of above notice, and does not necessarily imply agreement. Employee may add comments on reverse side or pursue right to grievance according to the company's Grievance Procedures.

Employee's Signature	(b) (6), (b) (7)(C) 1/15	Supervisor Signature	(b) (6), (b) (7)(C)	Date	(b) (6), (b) (7)(C) 1/15
Witness (if Employee refuses to sign)		Witness		Date	

This form is to be discussed with the employee. Obtain necessary signatures. DISTRIBUTION: Department Head, Employee copy, Forward copy to HR immediately.

EXHIBIT C

CORRECTIVE ACTION NOTICE

To: (b) (6), (b) (7)(C) Employee Number: (b) (6), (b) (7)(C) Department: (b) (6), (b) (7)(C)
Date: (b) (6), (b) (7)(C) 16
Manager/Director: (b) (6), (b) (7)(C)

We believe that every individual wants and needs to know if satisfactory performance is not being achieved and/or if policies and practices are being violated. Corrective Action is a positive step toward resolution of an identified problem and, to the extent possible, gives each employee an opportunity to correct job-related behavior/performance. Involuntary termination is not the desired result, and is used only after significant attempts have been made to solve the problem, or in response to serious conduct violations.

PART I CORRECTIVE ACTION TAKEN:

☐ **WRITTEN WARNING LEVEL 1:** The following problem must be resolved by _____ or further corrective action will be needed.
Date _____

☒ **FINAL WRITTEN or SUSPENSION:** The following problem has led to your suspension from (b) (6), (b) (7)(C) 16 to (b) (6), (b) (7)(C) 16.
Dates _____

☐ **WRITTEN WARNING LEVEL 2:** The following problem must be resolved by _____ or it will result in: ☐ Suspension ☐ Termination
Date _____

☐ **INVOLUNTARY TERMINATION:** The following problem has led to your termination effective: _____
Date _____

PART II DESCRIPTION OF PROBLEM:

The specific problem is (including dates):

1. On (b) (6), (b) (7)(C) 16, (b) (6), (b) (7)(C) did not follow work directions to use the standardized set up.
2. On (b) (6), (b) (7)(C) 16, (b) (6), (b) (7)(C) displayed disruptive and unprofessional behavior towards (b) (6), (b) (7)(C) when (b) (6), (b) (7)(C) questioned (b) (6), (b) (7)(C) about why (b) (6), (b) (7)(C) was not setting up the room per the standardized set-up as instructed by (b) (6), (b) (7)(C) earlier that morning. Specifically, (b) (6), (b) (7)(C) stated "I don't know what the hell you are talking about," spoke in an aggressive and loud tone (at times shouting despite (b) (6), (b) (7)(C) request not to do so), and displayed aggressive posture by placing (b) (6), (b) (7)(C) visibly shaking hands on the two basins at either side of (b) (6), (b) (7)(C).

Violation of the Human Resource Policy Guidelines for Disruptive Behavior and Prevention of Workplace Violence:

Disruptive Behavior: Any incident in which the delivery of care or services is interrupted or impeded. This includes yelling, being hostile after reasonable request and demanding immediate and unreasonable action.

- a. Threatening Behavior: Any verbal or non-verbal expression of an intention to inflict pain or injury or to cause annoyance or alarm. This includes throwing or kicking objects, threatening to harm people directly or indirectly and intimidating actions, including: blocking pathway, leering, stalking.

Violation of the Sutter Health Standards of Behavior:

- a. Professionalism: Failure to model positive behaviors and attitudes.
- b. Treating others with patience and consideration.
- c. Treating one another with courtesy and respect.
- d. Taking responsibility for our own actions/ behaviors and holding others accountable for theirs.
- e. Complying with laws, policies and procedures related to job function.

A resolution to the problem is important because:

Sutter Medical Center, Sacramento ("SMCS") is committed to creating the best work environment possible, including professional and respectful treatment of its employees. In addition, the Surgery department expects all technicians in robotics cases to use the standardized set up in order to provide the best quality care for our patients. SMCS will not tolerate disruptive behavior in the workplace and will make every reasonable effort to prevent such incidents from occurring.

Assistance and/or previous warning offered by Supervisor:

(b) (6), (b) (7)(C) 16: Coached on updated procedure for standardized set up for all robotics procedures. Demo and in-service provided by (b) (6), (b) (7)(C) (b) (6), (b) (7)(C).

(b) (6), (b) (7)(C) 16: Coached on expectation of standardized set up for all robotics procedures.

(b) (6), (b) (7)(C) 16: (b) (6), (b) (7)(C) assigned to robotics procedure. Clear expectations provided by (b) (6), (b) (7)(C) regarding expectation to use the standardized set up.

Criteria for determining whether or not the problem is resolved:

(b) (6), (b) (7)(C) will immediately be responsible for consistent and sustained professional and cooperative behavior at all times while on duty and on hospital premises. (b) (6), (b) (7)(C) will perform the robotics standardized set up in accordance with department practice. (b) (6), (b) (7)(C) will not refuse reasonable requests related to the safe and proper performance of (b) (6), (b) (7)(C) job.

Date(s) for progress review and follow-through meeting(s):

(b) (6), (b) (7)(C) will be placed on a Performance Improvement Plan for a 90 day period. (b) (6), (b) (7)(C) will meet with (b) (6), (b) (7)(C) each scheduled day to ensure all areas of performance are being met.

Other Comments (i.e., supporting data, etc.):

HR Policy managing Behavioral Choices, R2.1, guidelines support employees to make the correct choices that are in the best interest of our patients, co-workers, themselves, the public and the organization and avoid unjustifiable risk or harm to patients, to co-workers, to the public and to the organization. The intent of the policy is to facilitate change to prevent mistakes and errors by the efforts to improve employee behavioral choices. The policy outlines progressive procedures, up to and including termination, for repetitive at-risk behaviors that do not comply with the standards outlined in our HR Policies. Caryl must make behavioral choices to support our Standards of Behavior or she will be held accountable to the expected standards and any additional incidents may result in further corrective action, up to and including termination.

Provided HR Grievance Policy to the employee.

PART III DISPOSITION OF ACTION NOTICE:

☐ **Written Warning/ Level 1 and 2:** Under certain conditions, after one year from the date of this Corrective Action Notice, you may make a written request for the Department Director to have this document removed from your HR file. In order for this to occur, there must not be any additional or ongoing corrective action issues.

☒ **Suspension/Termination:** In cases involving a Final Written/ Suspension and/or Termination, this form becomes a permanent part of your HR file.

PART IV SIGNATURES:

Employee's signature below indicates receipt of above notice, and does not necessarily imply agreement. Employee may add comments on reverse side or pursue right to grievance according to the company's Grievance Procedures.

Employee's Signature	Date	Supervisor's Signature	Date
<i>Employee refused to sign</i>		(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C) 1/6
(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C) 1/6		

with the employee. Obtain necessary signatures. DISTRIBUTION: Department files; Employee copy. Forward copy to HR immediately.

EXHIBIT D

CORRECTIVE ACTION NOTICE

To: (b) (6), (b) (7)(C)
Date: (b) (6), (b) (7)(C) / 2016

Employee Number: (b) (6), (b) (7)(C)
Manager/Director: (b) (6), (b) (7)(C)

Department: (b) (6), (b) (7)(C)

We believe that every individual wants and needs to know if satisfactory performance is not being achieved and/or if policies and practices are being violated. Corrective Action is a positive step toward resolution of an identified problem and, to the extent possible, gives each employee an opportunity to correct job related behavior/performance. Involuntary termination is not the desired result, and is used only after significant attempts have been made to solve the problem, or in response to serious conduct violations.

PART I CORRECTIVE ACTION TAKEN:

☐ **WRITTEN WARNING LEVEL 1:** The following problem must be resolved by _____ or further corrective action will be needed.
Date _____

☐ **FINAL WRITTEN or SUSPENSION:** The following problem has led to your suspension from _____ to _____ Date _____

☐ **WRITTEN WARNING LEVEL 2:** The following problem must be resolved by _____ or it will result in: ☐ Suspension ☐ Termination
Date _____

☒ **INVOLUNTARY TERMINATION:** The following problem has led to your termination effective: (b) (6), (b) (7)(C) / 16
Date _____

PART II DESCRIPTION OF PROBLEM:

The specific problem is:

On (b) (6), (b) (7)(C) / 16, (b) (6), (b) (7)(C) punched a coworker (b) (6), (b) (7)(C) in the arm with a closed fist during an incident where (b) (6), (b) (7)(C) disagreed with (b) (6), (b) (7)(C) who was also attending the patient having a difficult time recovering from (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) indicates (b) (6), (b) (7)(C) does not recall whether (b) (6), (b) (7)(C) had hit (b) (6), (b) (7)(C) coworker or not, but did state (b) (6), (b) (7)(C) recalled (b) (6), (b) (7)(C) asking why (b) (6), (b) (7)(C) hit (b) (6), (b) (7)(C) after the incident.

Punching a coworker is not tolerated and is a violation of Policy B 25, Disruptive Behavior and Prevention of Workplace Violence policy. It also violated the Sutter Standards of Behavior as it does not foster a respectful professional, or team environment.

A resolution to the problem is important because:

Sutter Center for Psychiatry (SCP) is committed to creating the best work environment possible, including the safety of all employees, volunteers, and medical staff. SCP will not tolerate violence or disruptive behavior in the workplace.

Assistance and/or previous warning offered by Supervisor:

(b) (6), (b) (7)(C) has received education and training in the areas listed below:

- (b) (6), (b) (7)(C) 16 - CPI Certified (Managing assaultive behavior)
- (b) (6), (b) (7)(C) 2016 - Personal Safety (annual course)
- (b) (6), (b) (7)(C) 2016 - Acknowledgement of Business Conduct (annual requirement)
- (b) (6), (b) (7)(C) 2011 - Standards of Behavior
- (b) (6), (b) (7)(C) 2010 - Preventing Disruptive Behavior & Workplace Violence

Criteria for determining whether or not the problem is resolved:

NA

Date(s) for progress review and follow-through meetings(s):

NA

Other Comments (i.e., supporting data, etc.):

Punching a coworker is not tolerated. In particular, within a mental health facility in which crisis intervention is key, staff are specifically trained to deescalate assaultive behavior and demonstrate their ability to do so on a consistent basis. As such, SCP has lost confidence that (b) (6), (b) (7)(C) will adhere to the Standards of Behavior and refrain from physical altercations in future crisis situations.

PART III DISPOSITION OF ACTION NOTICE:

☐ **Written Warning/ Level 1 and 2:** Under certain conditions, after one year from the date of this Corrective Action Notice, you may make a written request for the Department Director to have this document removed from your HR file. In order for this to occur, there must not be any additional or ongoing corrective action issues.

☒ **Suspension/Termination:** In cases involving a Final Written/ Suspension and/or Termination, this form becomes a permanent part of your HR file.

PART IV SIGNATURES:

Employee's signature below indicates receipt of above notice, and does not necessarily imply agreement. Employee may add comments on reverse side or pursue right to grievance according to the company's Grievance Procedures.

Employee's Signature (b) (6), (b) (7)(C)	Date (b) (6), (b) (7) 1/4	Supervisor's Signature (b) (6), (b) (7)(C)	Date (b) (6), (b) (7) 1/6
Witness (if Employee refuses to sign)	Date	Time in Conference	

This form is to be discussed with the employee. Obtain necessary signatures. DISTRIBUTION: Department files, Employee copy, Forward copy to HR immediately.

EXHIBIT E

Administrative Leave

Date: (b) (6), (b) (7)(C) 2016

To: (b) (6), (b) (7)(C)

You are being placed on Administrative Leave without pay due to alleged misconduct that occurred on or about (b) (6), (b) (7)(C) 2016.

- This is not a disciplinary action. The purpose of the Administrative Leave is to allow time to investigate and determine what, if any, action needs to be taken.
- An investigation is being initiated and conducted by your manager and/or human resources.
- A prompt investigation will take place and it is anticipated that this investigation will take no longer than two weeks.
- You will be contacted within three working days. If you have any questions or wish to present additional information during this investigation, please contact the person listed below.
- Your point of contact during your administrative leave will be (b) (6), (b) (7)(C)
- Please refrain from contacting staff within your unit or anyone involved in the above incident/events during Administrative Leave.
- You may be contacted directly for additional information during Administrative Leave, you should be available to be reached by telephone or a mutually agreed upon alternative method. You are required to cooperate with the investigation by answering questions regarding the allegations. The best time you can be reached: (b) (6), (b) (7)(C) am/pm and a number where you can be reached: (b) (6), (b) (7)(C)
- Please be informed that approval of leave of absence or entitlement to time off may be influenced by the outcome of this investigation, particularly if discipline is warranted by the findings and conclusions.
- The pay status may change from unpaid to paid based on the outcome of the investigation.

I have read and understand that I have been placed on an administrative leave pending the outcome of the

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Date

(b) (6), (b) (7)(C)

Date

Witness (if available)

Date

Updated: 1/28/15

→ PRR - TAE
1/28/15 - 4 PM

Administrative Leave

Date: (b) (6), (b) (7) 15

To: (b) (6), (b) (7)(C)

You are being placed on Administrative Leave ~~without pay~~ due to ~~alleged misconduct~~ that occurred on or about (b) (6), (b) (7) 2016.

- This is not a disciplinary action. The purpose of the Administrative Leave is to allow time to investigate and determine what, if any, action needs to be taken.
- An investigation is being initiated and conducted by your manager and/or human resources.
- A prompt investigation will take place and it is anticipated that this investigation will take no longer than two weeks.
- You will be contacted within three working days. If you have any questions or wish to present additional information during this investigation, please contact the person listed below.
- Your point of contact during your administrative leave will be (b) (6), (b) (7)(C)
- Please refrain from contacting staff within your unit or anyone involved in the above incident/events during Administrative Leave.
- You may be contacted directly for additional information during Administrative Leave, you should be available to be reached by telephone or a mutually agreed upon alternative method. You are required to cooperate with the investigation by answering questions regarding the allegations. The best time you can be reached: 8am – 4pm and a number where you can be reached: (b) (6), (b) (7)(C).
- Please be informed that approval of leave of absence or entitlement to time off may be influenced by the outcome of this investigation, particularly if discipline is warranted by the findings and conclusions.
- The pay status may change from unpaid to paid based on the outcome of the investigation.

I have read and understand that (b) (6) have been placed on an administrative leave pending the outcome of the investigation.

(b) (6), (b) (7)(C)

N (b) (6), (b) (7)(C)

S

Witness (if available)

(b) (6), (b) (7)(C) 15
Date

(b) (6), (b) (7)(C) 15
Date

(b) (6), (b) (7)(C) 15
Date

Administrative Leave

Date: (b) (6), (b) (7)(C) /2017

To: (b) (6), (b) (7)(C)

You are being placed on Administrative Leave without pay due to alleged misconduct that occurred on or about (b) (6), (b) (7)(C) /2017.

- This is not a disciplinary action. The purpose of the Administrative Leave is to allow time to investigate and determine what, if any, action needs to be taken.
- An investigation is being initiated and conducted by your manager and/or human resources.
- A prompt investigation will take place and it is anticipated that this investigation will take no longer than two weeks.
- You will be contacted within three working days. If you have any questions or wish to present additional information during this investigation, please contact the person listed below.
- Your point of contact during your administrative leave will be (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)
- Please refrain from contacting staff within your unit or anyone involved in the above incident/events during Administrative Leave.
- You may be contacted directly for additional information during Administrative Leave, you should be available to be reached by telephone or a mutually agreed upon alternative method. You are required to cooperate with the investigation by answering questions regarding the allegations. The best time you can be reached: 12 pm am/pm and a number where you can be reached: (b) (6), (b) (7)(C)
- Please be informed that approval of leave of absence or entitlement to time off may be influenced by the outcome of this investigation, particularly if discipline is warranted by the findings and conclusions.
- The pay status may change from unpaid to paid based on the outcome of the investigation.

I have read and understand that I have been placed on an administrative leave pending the outcome of the investigation.

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Date

(b) (6), (b) (7)(C)

Date

Witness (if available)

Date

Administrative Leave

Date: (b) (6), (b) (7)(C) 2016

To: (b) (6), (b) (7)(C)

You are being placed on Administrative Leave without pay due to alleged misconduct that occurred on or about (b) (6), (b) (7)(C) 2016.

- This is not a disciplinary action. The purpose of the Administrative Leave is to allow time to investigate and determine what, if any, action needs to be taken.
- An investigation is being initiated and conducted by your manager and/or human resources.
- A prompt investigation will take place and it is anticipated that this investigation will take no longer than two weeks.
- You will be contacted within three working days. If you have any questions or wish to present additional information during this investigation, please contact the person listed below.
- Your point of contact during your administrative leave will be (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)
- Please refrain from contacting staff within your unit or anyone involved in the above incident/events during Administrative Leave.
- You may be contacted directly for additional information during Administrative Leave, you should be available to be reached by telephone or a mutually agreed upon alternative method. You are required to cooperate with the investigation by answering questions regarding the allegations. The best time you can be reached: 860-1700 am/pm and a number where you can be reached: (b) (6), (b) (7)(C)
- Please be informed that approval of leave of absence or entitlement to time off may be influenced by the outcome of this investigation, particularly if discipline is warranted by the findings and conclusions.
- The pay status may change from unpaid to paid based on the outcome of the investigation.

I have read and understand that I have been placed on an administrative leave pending the outcome of the investigation.

(b) (6), (b) (7)(C)
Name

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) 1/16
Date

(b) (6), (b) (7)(C) 1/16
Date

(b) (6), (b) (7)(C) 2/16
Date

SUTTER MEDICAL CENTER

Date: (b) (6), (b) (7)(C) 2017

To: (b) (6), (b) (7)(C)

You are being placed on an unpaid administrative leave due to an incident or events that occurred on or about Tuesday (b) (6), (b) (7)(C) 2017. The following information is provided initially to assist you during your leave.

- An investigation is being initiated and conducted by your manager and/or human resources.
- A prompt investigation will take place regarding the incident, events, performance deficiencies or behaviors to determine the appropriate next steps.
- Presently it is anticipated that this investigation will take no longer than two weeks.
- You will be contacted within three working days. If you have any questions or wish to present additional information during this investigation please contact the person listed below.
- Your point of contact during your administrative leave will be (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)
- Please refrain from contacting staff within your unit or anyone involved in the above incident/events during your administrative leave. You will be contacted directly for your statement or any perspective you can provide to assist in our review.
- Please be informed that approval of leave of absence or entitlement to time off may be influenced by the outcome of this investigation, particularly if discipline is warranted by the findings and conclusions.
- The pay status may be change from unpaid to paid based on the outcome of the investigation.

I have read and understand that I have been placed on an administrative leave pending the outcome of the investigation.

I disagree with
also (b) (6), (b) (7)(C)
Name (b) (6), (b) (7)(C)

Supervisor
(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) 1/17
Date

(b) (6), (b) (7)(C) 2/17
Date
(b) (6), (b) (7)(C) 1/17
Date

From Janay
To Sha ma, Jatinde
Subject RE: "Ext. nal" Fwd: Sutte Medical Center, Sacramento 20-CA-196911 et al.
Date Thursday, June 29, 2017 12:41:00 PM
Attachments

All of the non-me toious a legations fo all of the Cha ging Pa ties will be dismissed with sho t-fo m dism ssal lette s.

Janay Pa ne l
Field Examine - Sacramento Res dent Agent
National Labo Relations Boa d
901 Ma ket St eet, Su te 400
San F ancisco, CA 94103

Phone (202) 406-0912
Fax (415) 356-5156

From Sha ma, Jatinde [mailto:Sha.mall@sutte.health.o.g]
Sent Wednesday, June 28, 2017 11:23 AM
To Pa nell, Janay; Janay Pa ne l@nl.b.gov>
Subject RE: "Ext. nal" Fwd: Sutte Medical Center, Sacramento, 20-CA-196911 et al.

Please call my numbe 916-286-6746. Thanks!

Jay

From Pa nell, Janay [mailto:Janay.Pa.nell@nl.b.gov]
Sent Wednesday, June 28, 2017 11:23 AM
To Sha ma, Jatinde [mailto:Sha.mall@sutte.health.o.g]>
Subject RE: "Ext. nal" Fwd: Sutte Medical Center, Sacramento, 20-CA-196911 et al.

A e you guys f ee to talk now? And if so, which phone numbe should I call?

Janay Pa ne l
Field Examine - Sacramento Res dent Agent
National Labo Relations Boa d
901 Ma ket St eet, Su te 400
San F ancisco, CA 94103

Phone (202) 406-0912
Fax (415) 356-5156

From Sha ma, Jatinde [mailto:Sha.mall@sutte.health.o.g]
Sent Wednesday, June 28, 2017 11:18 AM
To Pa nell, Janay [mailto:Janay.Pa.nell@nl.b.gov]>
Subject RE: "Ext. nal" Fwd: Sutte Medical Center, Sacramento, 20-CA-196911 et al.

Janay,

Just to fo low up on ou voicema l f om ea lie this mo ning, please let us know when you have some time to d scuss the Region s settlement p oposal. Thanks!

Jay

From Pa nell, Janay [mailto:Janay.Pa.nell@nl.b.gov]
Sent Wednesday, May 31, 2017 9:39 AM
To Ost em, E ic [mailto:Ost.em@sutte.health.o.g]>
Cc Sha ma, Jatinde [mailto:Sha.mall@sutte.health.o.g]>
Subject RE: "Ext. nal" Fwd: Sutte Medical Center, Sacramento, 20-CA-196911 et al.

Thank you

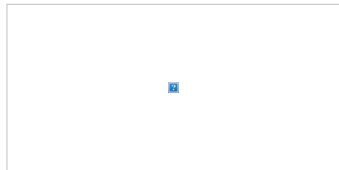
Janay Pa ne l
Field Examine - Sacramento Res dent Agent
National Labo Relations Boa d
901 Ma ket St eet, Su te 400
San F ancisco, CA 94103

Phone (202) 406-0912
Fax (415) 356-5156

From Ost em, E ic [mailto:Ost.em@sutte.health.o.g]
Sent Wednesday, May 31, 2017 9:37 AM
To Pa nell, Janay [mailto:Janay.Pa.nell@nl.b.gov]>
Cc Sha ma, Jatinde [mailto:Sha.mall@sutte.health.o.g]>
Subject RE: "Ext. nal" Fwd: Sutte Medical Center, Sacramento, 20-CA-196911 et al.

Thanks, Janay, I unde stand. We will be all set fo (b)(6),(b)(7)(C) affidavit on June 12 at 1 p.m.

We have ese ved the HR confe ence oom fo all the affidavits. The add ess s 2825 Capitol Ave., Sacramento. If you a e facing Biba estau ant, t's the doo on the fa ight of the building next to the squa e window in the sc een shot below. My cell phone is 916-200-5392 if you need di ect ons o get lost on the way. Thanks, E ic



-----Original Message-----
From Pa nell, Janay [mailto:Janay.Pa.nell@nl.b.gov]
Sent Wednesday, May 31, 2017 9:27 AM
To Ost em, E ic [mailto:Ost.em@sutte.health.o.g]>
Cc Sha ma, Jatinde [mailto:Sha.mall@sutte.health.o.g]>
Subject RE: "Ext. nal" Fwd: Sutte Medical Center, Sacramento, 20-CA-196911 et al.

E ic,

Thanks fo ca ling a few minutes ago. As I ment oned du ing ou phone conve sation, Section 10058.4 (c) of the Nat onal Labo Relations Boa d's Unfair Labo P actice Casehand ng Manual states the fo llowing

Longstanding Boa d pol cy p ovides that the atto ney o the ep esentative of a pa ty to the case will not o mally be allowed to be p esent at an inte view of a witness who is not a supe viso o agent of that pa ty.

Since ely,
Janay

Janay Pa ne l
Field Examine - Sacramento Res dent Agent
National Labo Relations Boa d
901 Ma ket St eet, Su te 400
San F ancisco, CA 94103

Phone (202) 406-0912
Fax (415) 356-5156

-----Original Message-----
From Ost em, E ic [mailto:Ost.em@sutte.health.o.g]
Sent Friday, May 26, 2017 3:29 PM
To Pa nell, Janay [mailto:Janay.Pa.nell@nl.b.gov]>
Cc Sha ma, Jatinde [mailto:Sha.mall@sutte.health.o.g]>
Subject Re: "Ext. nal" Fwd: Sutte Medical Center, Sacramento, 20-CA-196911 et al.

Hi Janay,

Thank you fo the extens on. Rega d ng the documents, that won't be a p oblem, we will b ng the necessa y documents to the affidavits.

Rega d ng (b)(6), (b)(7)(C) affidavit, I will check w th (b)(6) about the dates. I had been unde the unde stand ng that (b)(6) requested t, an employee ep esentative such as myself could attend the affidav t. If that is not accu ate, I unde stand and I do not think it will be a p oblem.

Thanks,
E ic

On May 26, 2017, at 3:16 PM, Pa nell, Janay [mailto:Janay.Pa.nell@nl.b.gov] >> w ote

E ic,

Rega d ng the one-day extens on, it's fine if you submit you position statement on Tuesday, June 13th. However, I need the documents that would be app oiate to attach to (b)(6), (b)(7)(C) affidavit s as exhibits at the same t me that I take thej affidavit s on June 9th. Fo the remain ng documents that would not be app oiate to attach to thei affidavits, it's fine if you p ovide the remain ng documents on June 13th.

Jay

Jatinder K. Sha ma
Asst Genl Counsel, Labo
Sutite Health - Off ce of the Gene al Counsel
T 916-286-6746
F 916-286-6577
Sha.ma1@sutite-health.o.g.ma1toSha.ma1@sutite-health.o.g

Want to recognize a colleague? Click he e <https://na01.safelinks.p.otection.outlook.com/?u=https%3A%2F%2F.recognition.octanne.com%2Fnominat.on%2Fsutite.&data=02%7C01%7CSha.ma1%40sutite.health.o.g%7C%e979051866469f48f508d4a2c5aaca%7Cae453eadaa243e0be62818066e9ff63%7C0%7C0%7C6363112417233965738&sdta=78KteFX.Qa2/RqGq/vovUc69cPewwm52wqm7W3mhIE%3D&.ese.ved=D>

From Pa nell, Janay (<mailto:Janay.Pa.nel@rl.b.gov>)
Sent Wednesday, May 24, 2017 9:53 AM
To Sha ma, Jatinder Sh...j1@...h.l.h.g...l.Sh...j1@...h.l.h.g...
Cc: Oct em, E ic: Oct.emf@sutite-health.o.g.ma1toOct.emf@sutite-health.o.g
Subject: RE: ["*Ext: na1*"] Fwd: Sutite Medical Centre , Sac amento, 20-CA-196911 et al.

Jay,

Unfo tunately, I can't give an add t onal two weeks, but I can give an addit onal week, so the 'esponse wi l be due on Monday, June 12th. Wi ll you be p oviding witnesses fo affidavits, o just a position statement and documenta y evidence? Also, will you be able to p ovide the video footage of the incident that esulted in the employees being disciplined/te minated?

Thanks,
Janay

Janay Pa nel
Field Examine - Sac amento Res dent Agent National Labo Relations Boa d
901 Ma ket St eet, Su te 400
San F ancisco, CA 94103

Phone (202) 406-0912
Fax (415) 356-5156

From Sha ma, Jatinder (J...l.Sh...j1@...h.l.h.g...)
Sent Tuesday, May 23, 2017 1:52 PM
To Pa nell, Janay Janay.Pa.nel@rl.b.gov <mailto:Janay.Pa.nel@rl.b.gov>
Cc: Oct em, E ic: Oct.emf@sutite-health.o.g.ma1toOct.emf@sutite-health.o.g
Subject: RE: ["*Ext: na1*"] Fwd: Sutite Medical Centre , Sac amento, 20-CA-196911 et al.

Janay,

The Employee espectfully equests an add t onal two weeks to p ovide its 'esponse. Thank you.

Jay

Jatinder K. Sha ma
Asst Genl Counsel, Labo
Sutite Health - Off ce of the Gene al Counsel
T 916-286-6746
F 916-286-6577
Sh...j1@...h.l.h.g...l.Sh...j1@...h.l.h.g...

Want to recognize a colleague? Click he e <https://na01.safelinks.p.otection.outlook.com/?u=https%3A%2F%2F.recognition.octanne.com%2Fnominat.on%2Fsutite.&data=02%7C01%7CSha.ma1%40sutite.health.o.g%7C%e979051866469f48f508d4a2c5aaca%7Cae453eadaa243e0be62818066e9ff63%7C0%7C0%7C6363112415635779305&sdta=mxTjNVOD.457u8L2eZpT.EtqDnJ6uGZ2Vvrl8uMAGA%3D&.ese.ved=D>

From Pa nell, Janay (J...l.j.y.p...l@...l.g...)
Sent Monday, May 22, 2017 3:42 PM
To Sha ma, Jatinder Sha.ma1@sutite-health.o.g.ma1toSha.ma1@sutite-health.o.g
Subject: ["*Ext: na1*"] Fwd: Sutite Medical Centre , Sac amento, 20-CA-196911 et al.

WARNING: This ema l o iginated outside of the Sutite Health email system!
DO NOT CLICK links if the sende is unknown and neve p ovide you. Use ID o Passwo d.

M .Sha ma,

Please see the attached lette requesting you 'esponse to the above-captioned cha ge and the elated cha ges. I will be out of the office the est of today and tomo ow, but I wi ll be back in the office on Wednesday if you have any questions o would like to discuss the lette .

Since ely,
Janay

Janay Pa nel
Field Examine - Sac amento Res dent Agent National Labo Relations Boa d
901 Ma ket St eet, Su te 400
San F ancisco, CA 94103

Phone (202) 406-0912
Fax (415) 356-5156

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UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 20
901 Market Street, Suite 400
San Francisco, CA 94103-1738

Agency Website: www.nlr.gov
Telephone: (415)356-5130
Fax: (415)356-5156

June 30, 2017

(b) (6), (b) (7)(C)

Re: Sutter Medical Center, Sacramento
Case 20-CA-196911

Dear (b) (6), (b) (7)(C):

We have carefully investigated and considered your charge that Sutter Medical Center, Sacramento has violated the National Labor Relations Act.

Decision to Partially Dismiss: Based on that investigation, I am dismissing the allegation in your charge that the Employer violated Section 8(a)(1) of the Act by placing you on administrative leave in retaliation for your protected concerted activities because there is insufficient evidence to establish a violation of the Act.

The remaining allegation that the Employer violated Section 8(a)(1) of the Act by prohibiting you from discussing workplace investigations with your coworkers remains subject to further processing.

Your Right to Appeal: You may appeal my decision to the General Counsel of the National Labor Relations Board, through the Office of Appeals.

Means of Filing: An appeal may be filed electronically, by mail, by delivery service, or hand-delivered. To file electronically using the Agency's e-filing system, go to our website at www.nlr.gov and:

- 1) Click on E-File Documents;
- 2) Enter the NLRB Case Number; and,
- 3) Follow the detailed instructions.

Electronic filing is preferred, but you also may use the enclosed Appeal Form, which is also available at www.nlr.gov. You are encouraged to also submit a complete statement of the facts and reasons why you believe my decision was incorrect. To file an appeal by mail or delivery service, address the appeal to the **General Counsel at the National Labor Relations Board, Attn: Office of Appeals, 1015 Half Street SE, Washington, DC 20570-0001**. Unless filed electronically, a copy of the appeal should also be sent to me.

The appeal MAY NOT be filed by fax or email. The Office of Appeals will not process faxed or emailed appeals.

Appeal Due Date: The appeal is due on **July 14, 2017**. If the appeal is filed electronically, the transmission of the entire document through the Agency's website must be completed **no later than 11:59 p.m. Eastern Time** on the due date. If filing by mail or by delivery service an appeal will be found to be timely filed if it is postmarked or given to a delivery service no later than July 13, 2017. **If an appeal is postmarked or given to a delivery service on the due date, it will be rejected as untimely.** If hand delivered, an appeal must be received by the General Counsel in Washington D.C. by 5:00 p.m. Eastern Time on the appeal due date. If an appeal is not submitted in accordance with this paragraph, it will be rejected.

Extension of Time to File Appeal: The General Counsel may allow additional time to file the appeal if the Charging Party provides a good reason for doing so and the request for an extension of time is **received on or before July 14, 2017**. The request may be filed electronically through the *E-File Documents* link on our website www.nlr.gov, by fax to (202)273-4283, by mail, or by delivery service. The General Counsel will not consider any request for an extension of time to file an appeal received after July 14, 2017, **even if it is postmarked or given to the delivery service before the due date**. Unless filed electronically, a copy of the extension of time should also be sent to me.

Confidentiality: We will not honor any claim of confidentiality or privilege or any limitations on our use of appeal statements or supporting evidence beyond those prescribed by the Federal Records Act and the Freedom of Information Act (FOIA). Thus, we may disclose an appeal statement to a party upon request during the processing of the appeal. If the appeal is successful, any statement or material submitted with the appeal may be introduced as evidence at a hearing before an administrative law judge. Because the Federal Records Act requires us to keep copies of case handling documents for some years after a case closes, we may be required by the FOIA to disclose those documents absent an applicable exemption such as those that protect confidential sources, commercial/financial information, or personal privacy interests.

Very truly yours,

/s/

DANIEL J. OWENS
Acting Regional Director

Enclosure

cc: DAVE CHENEY, CEO
SUTTER MEDICAL CENTER, SACRAMENTO
2825 CAPITOL AVE
SACRAMENTO, CA 95816-5680

JATINDER K. SHARMA, ESQ.
SUTTER HEALTH - OFFICE OF THE GENERAL COUNSEL
2200 RIVER PLAZA DR
SACRAMENTO, CA 95833-4134

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

APPEAL FORM

To: General Counsel
Attn: Office of Appeals
National Labor Relations Board
1015 Half Street SE
Washington, DC 20570-0001

Date:

Please be advised that an appeal is hereby taken to the General Counsel of the National Labor Relations Board from the action of the Regional Director in refusing to issue a complaint on the charge in

Case Name(s).

Case No(s). *(If more than one case number, include all case numbers in which appeal is taken.)*

(Signature)

PROOF OF SERVICE

The undersigned hereby declares under penalty of perjury that I am a citizen of the United States, over the age of eighteen years; that my address is (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

On the date below, I served a true copy of the following document:

APPEAL FORM (20-CA-196911)

Via Electronic Mail addressed as follows:

Jatinder K. Sharma
Sutter Health, Office of the General Counsel
2200 River Plaza Dr.
Sacramento, CA 95833
E-mail: SharmaJ1@sutterhealth.org

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DATED: July 13, 2017

(b) (6), (b) (7)(C)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

APPEAL FORM

To: General Counsel
Attn: Office of Appeals
National Labor Relations Board
1015 Half Street SE
Washington, DC 20570-0001

Date: 07/13/17

Please be advised that an appeal is hereby taken to the General Counsel of the National Labor Relations Board from the action of the Regional Director in refusing to issue a complaint on the charge in

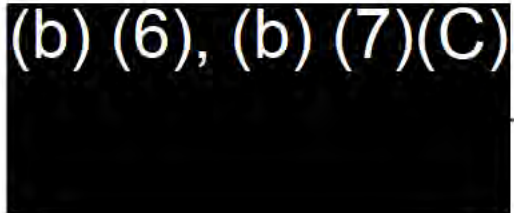
Sutter Medical Center, Sacramento

Case Name(s).

20-CA-196911

Case No(s). *(If more than one case number, include all case numbers in which appeal is taken.)*

(b) (6), (b) (7)(C)





UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
OFFICE OF THE GENERAL COUNSEL
Washington, DC 20570

July 14, 2017

(b) (6), (b) (7)(C)

Re: Sutter Medical Center, Sacramento
Case 20-CA-196911

Dear (b) (6), (b) (7)(C):

We have received your appeal and accompanying material. We will assign it for processing in accordance with Agency procedures, which include review of the investigatory file and your appeal in light of current Board law. We will notify you and all other involved parties as soon as possible of our decision.

Sincerely,

Richard F. Griffin, Jr.
General Counsel

A handwritten signature in black ink that reads "Mark E. Arbesfeld".

By:

Mark E. Arbesfeld, Acting Director
Office of Appeals

cc: JILL H. COFFMAN
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS
BOARD
901 MARKET ST STE 400
SAN FRANCISCO, CA 94103-1738

DAVE CHENEY, CEO
SUTTER MEDICAL CENTER,
SACRAMENTO
2825 CAPITOL AVE
SACRAMENTO, CA 95816-5680

JATINDER K. SHARMA, ESQ.
SUTTER HEALTH - OFFICE OF THE
GENERAL COUNSEL
2200 RIVER PLAZA DR
SACRAMENTO, CA 95833-4134

kh

From: [Parnell, Janay](#)
To: ["Sharma, Jatinder"; Ostrem, Eric](#)
Subject: Sutter Medical Center, Sacramento, Case 20-CA-196911, et. al
Date: Tuesday, July 18, 2017 2:25:23 PM
Attachments: [SET.20-CA-196911.CA case informal settlement agreement-Draft.pdf](#)

Jay and Eric,

I spoke with the Region regarding the scope of which employees would receive the Settlement Agreement notice, and the Region's position is that the notice needs to be sent to all of the employees who work at the facility located at 2825 Capitol Avenue, Sacramento, California. I am attaching for your review a proposed Settlement Agreement in the above-captioned cases. Please let me know by the close of business on Thursday, July 20th, if the proposed Settlement Agreement meets with your approval or if you want to propose any changes. Please do not sign the proposed Settlement Agreement yet, because at this point it is just a draft.

Sincerely,
Janay

Janay Parnell
Field Examiner - Sacramento Resident Agent
National Labor Relations Board
901 Market Street, Suite 400
San Francisco, CA 94103

Phone: (202) 406-0912
Fax: (415) 356-5156

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UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

Sutter Medical Center, Sacramento

**Cases 20-CA-196911,
20-CA-196913, 20-CA-
196918, 20-CA-197780,
20-CA-197833**

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Parties **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

POSTING OF NOTICE — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them at its facilities located at 2825 Capitol Avenue, 2800 L Street, and 2801 L Street in Sacramento, California. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

INTRANET POSTING - The Charged Party will also post a copy of the Notice in English and in additional languages if the Regional Director decides that it is appropriate to do so, on its intranet at 2825 Capitol Avenue, 2800 L Street, and 2801 L Street in Sacramento, California and keep it continuously posted there for 60 consecutive days from the date it was originally posted. The Charged Party will submit a paper copy of the intranet or website posting to the Region's Compliance Officer when it submits the Certification of Posting and provide a password for a password protected intranet site in the event it is necessary to check the electronic posting.

E-MAILING NOTICE - The Charged Party will email a copy of the signed Notice in English and in additional languages if the Regional Director decides that it is appropriate to do so, to all employees who work at the facilities located at 2825 Capitol Avenue, 2800 L Street, and 2801 L Street in Sacramento, California. The message of the e-mail transmitted with the Notice will state: "We are distributing the Attached Notice to Employees to you pursuant to a Settlement Agreement approved by the Regional Director of Region 20 of the National Labor Relations Board in Case(s) 20-CA-196911, 20-CA-196913, 20-CA-196918, 20-CA-197780, and 20-CA-197833." The Charged Party will forward a copy of that e-mail, with all of the recipients' e-mail addresses, to the Region's Compliance Officer at karen.thompson@nlrb.gov.

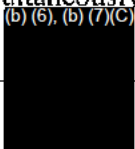
COMPLIANCE WITH NOTICE — The Charged Party will comply with all the terms and provisions of said Notice.

NON-ADMISSION CLAUSE — By entering into this Settlement Agreement, the Charged Party does not admit that it has violated the National Labor Relations Act.

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), including all allegations covered by the attached Notice to Employees made part of this agreement, and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

PARTIES TO THE AGREEMENT — If a Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party, the undersigned Charging Parties, and the undersigned Regional Director. In that case, a Charging Party that fails or refuses to become a party to this Agreement may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes  No _____
Initials

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if a Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by that Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will issue a Complaint that includes the allegations covered by the Notice to Employees, as identified above in the Scope of Agreement section, as well as filing and service of the charge(s), commerce facts necessary to establish Board jurisdiction, labor organization status, appropriate bargaining unit (if applicable), and any other allegations the General Counsel would ordinarily plead to establish the unfair labor practices. Thereafter, the General Counsel may file a Motion for Default Judgment with the Board on the allegations of the Complaint. The Charged Party understands and agrees that all of the allegations of the Complaint will be deemed admitted and that it will have waived its right to file an Answer to such Complaint. The only issue that the Charged Party may raise before the Board will be whether it defaulted on the terms of this Settlement Agreement. The General Counsel may seek, and the Board may impose, a full remedy for each unfair labor practice identified in the Notice to Employees. The Board may then, without necessity of trial or any other proceeding, find all allegations of the Complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an Order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board Order ex parte, after service or attempted service upon Charged Party at the last address provided to the General Counsel.

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If a Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

Charged Party SUTTER MEDICAL CENTER, SACRAMENTO (b) (6), (b) (7)(C) <div style="text-align: right;">Date <i>July 21, 17</i></div>	Charging Party, Case 20-CA-196911 (b) (6), (b) (7)(C)
By: _____ Sign below _____ Date _____ Print Name and Title below (b) (6), (b) (7)(C)	By: _____ Sign below _____ Date _____ Print Name and Title below
Charging Party, Case 20-CA-196913 (b) (6), (b) (7)(C)	Charging Party, Case 20-CA-196918 (b) (6), (b) (7)(C)
By: _____ Sign below _____ Date _____ Print Name and Title below	By: _____ Sign below _____ Date _____ Print Name and Title below
Charging Party, Case 20-CA-197780 (b) (6), (b) (7)(C)	Charging Party, Case 20-CA-197833 CALIFORNIA NURSES ASSOCIATION
By: _____ Sign Below _____ Date _____ Print Name and Title below	By: _____ Sign Below _____ Date _____ Print Name and Title below

Recommended By: _____ Date _____ JANAY M. PARNELL Field Examiner	Approved By: _____ Date _____ JILL H. COFFMAN Regional Director, Region 20
---	---

(To be printed and posted on official Board notice form)

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL NOT maintain or enforce the overly broad policy in the administrative leave of absence form requesting employees not to discuss ongoing investigations of employee misconduct and **WE WILL** rescind the rule in the administrative leave notice form on that subject.

YOU HAVE THE RIGHT to discuss wages, hours, and working conditions, including workplace investigations, with your coworkers and **WE WILL NOT** do anything to interfere with your exercise of that right.

WE WILL NOT ask you about other employees discussing their workplace investigations.

WE WILL NOT threaten you with corrective action because you exercise your right to discuss workplace investigations with your coworkers.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

WE WILL rescind the portions of all administrative leave notices that were issued to employees since October 14, 2016 that prohibit them from discussing workplace investigations with coworkers and **WE WILL** notify them in writing that this has been done.

Sutter Medical Center, Sacramento

Dated:

July 21, 17

By

(b) (6), (b) (7)(C)

(Representative)

(Title)

(b) (6), (b) (7)(C)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine

whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: www.nlrh.gov.

901 Market Street, Suite 400
San Francisco, CA 94103-1738

Telephone: (415)356-5130
Hours of Operation: 8:30 a.m. to 5 p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer.

From: [David Willhoite](#)
To: [Parnell, Janay](#)
Cc: [Marie Walcek](#); [Micah Berul](#); [Roy Hong](#); [Sara Castle](#); [Vargas, Olivia](#)
Subject: CNA IBSA Objections
Date: Monday, July 24, 2017 2:10:41 PM
Attachments: [image001.png](#)
[Settlement Response LTR.pdf](#)

Hi Janay,

Please find attached CNA's objections to the Region's proposed IBSA for portions of the charges to which the Region found merit. Thank you for your attention to this matter.

Regards,

David

David Willhoite
Legal Counsel
CNA/NNOC/NNU
tel: 510-273-2275
cell: 510-424-1428
fax: 510-663-4822
www.calnurses.org



Support Single-Payer *Universal Healthcare*
<http://www.SinglePayer.com>

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OAKLAND
2000 Franklin Street
Oakland CA 94612
phone: 510-273-2200
fax: 510-663-1625

A Voice for Nurses. A Vision for Healthcare.

Via Electronic Mail

July 21, 2017

Janay Parnell, Field Examiner
National Labor Relations Board, Region 20
901 Market Street, Suite 400
San Francisco, CA 94103-1735

**RE: *Sutter Medical Center, Sacramento*
Cases 20-CA-196911, 20-CA-196913,
20-CA-196918, 20-CA-197780, 20-CA-197833**

Dear Ms. Parnell,

The California Nurses Association ("CNA") submits this letter regarding the proposed Settlement Agreement ("Settlement") for the above-referenced cases against Sutter Medical Center, Sacramento ("Sutter" or "Employer"). CNA wishes to inform you that we will not be signing onto the proposed Settlement as written, nor will we be signing onto any Settlement until the resolution of our pending appeal of the Regional Director's decision to partially dismiss the above-mentioned cases. First, CNA does not believe, in light of the seriousness of the allegations in this matter, that the Employer is entitled to a Non-Admissions clause. Second, and more importantly, now that the Regional Director has agreed to reconsider her decision in light of CNA's and the individual nurses' appeals, the Region should not be approving any Settlement Agreements during the period of the appeal. As stated in the Casehandling Manual Section 10146.6 (b):

Partial Settlement and Dismissal of Other Allegations: If the charged party agrees to settle all allegations of a single charge deemed meritorious and other allegations of the same charge are dismissed, the settlement should not normally be approved prior to the expiration of the appeal period for the dismissed allegations, if no appeal is filed, or the denial of the appeal on the dismissed allegations. If the appeal is sustained, the Regional Office should attempt to include in the settlement the allegations found meritorious on appeal. If such efforts fail, the charged party is still willing to be a party to the partial settlement, and the Regional Director concludes that under all the circumstances it would be appropriate to approve the partial settlement, refer to procedures set forth in paragraph (a) above. Otherwise, all meritorious allegations should be handled together.

Therefore, regardless of the 7-day letter, CNA will not be contemplating the execution of any Settlements, with or without a Non-Admissions clause until the Region and/or the Office of Appeals has reached a decision on the merits of CNA's and the individual nurses' appeals.

Sincerely,

CALIFORNIA NURSES ASSOCIATION (CNA)
LEGAL DEPARTMENT

A handwritten signature in blue ink, appearing to read 'David Willhoite', with a horizontal line extending to the right.

David Willhoite
Marie Walcek
Legal Counsel

cc: Olivia Vargas, NLRB Region 20 Supervisory Field Examiner
Roy Hong, CNA
Sara Castle, CNA

From: (b) (6), (b) (7)(C)
To: [Parnell, Janay](#)
Subject: Re: Sutter Medical Center, Sacramento, Cases 20-CA-196911, 20-CA-196913, 20-CA-196918, 20-CA-197780, 20-CA-197833
Date: Thursday, July 27, 2017 12:29:29 AM

Dear Ms. Parnell,

I am writing to let you know that I will not be signing the proposed Settlement Agreement regarding the charges to which the Region found merit. I do not wish to enter into any Settlement Agreement while the charges concerning my discipline are on appeal and are being reconsidered by the Region. If this does ultimately go hearing, I would wish for the Judge to have evidence of all of Sutter's misconduct in front of her. Thank you for your understanding.

Sincerely,

(b) (6), (b) (7)(C)

-----Original Message-----

From: Parnell, Janay <Janay.Parnell@nlrb.gov>

To: (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C); Marie Walcek

<MWalcek@calnurses.org>

Sent: Thu, Jul 20, 2017 3:55 pm

Subject: Sutter Medical Center, Sacramento, Cases 20-CA-196911, 20-CA-196913, 20-CA-196918, 20-CA-197780, 20-CA-197833

(b) (6), (b) (7)(C)

Attached is an informal settlement agreement in this matter that Sutter has agreed to sign. This settlement agreement appears to remedy the violations established by our investigation and to comport with the remedial provisions of Board orders in cases involving such violations. Please let me know immediately if you would like to propose any changes to the settlement agreement.

If you wish to join in the settlement, then please sign and return the settlement agreement to this office by the close of business on Thursday, July 27th. If you decide not to join in this settlement, your objections to the settlement agreement and any supporting arguments should be submitted in writing to me by Thursday, July 27th. Your objections and arguments will be carefully considered before a final determination is made whether to approve the settlement agreement. If you fail to enter the settlement agreement or to submit objections by Thursday, July 27th, then the Region will approve the settlement agreement on Friday, July 28th.

Sincerely,
Janay

Janay Parnell
Field Examiner - Sacramento Resident Agent
National Labor Relations Board

901 Market Street, Suite 400
San Francisco, CA 94103

Phone: (202) 406-0912

Fax: (415) 356-5156

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From: [Parnell, Janay](#)
To: ["Ostrem, Eric"](#)
Cc: [Sharma, Jatinder](#)
Subject: RE: **[**External**]** Sutter Medical Center, Sacramento, Case 20-CA-196911, et. al
Date: Thursday, July 27, 2017 12:32:00 PM

Okay. Thank you.

Janay Parnell
Field Examiner - Sacramento Resident Agent
National Labor Relations Board
901 Market Street, Suite 400
San Francisco, CA 94103

Phone: (202) 406-0912
Fax: (415) 356-5156

From: Ostrem, Eric [mailto:OstremE@sutterhealth.org]
Sent: Thursday, July 27, 2017 9:26 AM
To: Parnell, Janay <Janay.Parnell@nlrb.gov>
Cc: Sharma, Jatinder <SharmaJ1@sutterhealth.org>
Subject: RE: **[**External**]** Sutter Medical Center, Sacramento, Case 20-CA-196911, et. al

Hi Janay,

51 notices, and no other languages.

Thanks,
Eric

From: Parnell, Janay [<mailto:Janay.Parnell@nlrb.gov>]
Sent: Wednesday, July 26, 2017 2:07 PM
To: Ostrem, Eric <OstremE@sutterhealth.org>
Cc: Sharma, Jatinder <SharmaJ1@sutterhealth.org>
Subject: RE: **[**External**]** Sutter Medical Center, Sacramento, Case 20-CA-196911, et. al

Okay. Thank you.

Janay Parnell
Field Examiner - Sacramento Resident Agent
National Labor Relations Board
901 Market Street, Suite 400
San Francisco, CA 94103

Phone: (202) 406-0912
Fax: (415) 356-5156

From: Ostrem, Eric [<mailto:OstremE@sutterhealth.org>]

Sent: Wednesday, July 26, 2017 1:58 PM

To: Parnell, Janay <Janay.Parnell@nlrb.gov>

Cc: Sharma, Jatinder <SharmaJ1@sutterhealth.org>

Subject: RE: [****External****] Sutter Medical Center, Sacramento, Case 20-CA-196911, et. al

Hi Janay,

We are just confirming the final details. I should be able to confirm tomorrow morning.

Thanks,
Eric

From: Parnell, Janay [<mailto:Janay.Parnell@nlrb.gov>]

Sent: Monday, July 24, 2017 9:45 AM

To: Ostrem, Eric <OstremE@sutterhealth.org>

Cc: Sharma, Jatinder <SharmaJ1@sutterhealth.org>

Subject: RE: [****External****] Sutter Medical Center, Sacramento, Case 20-CA-196911, et. al

Eric,

Thank you for sending me the signed Settlement Agreement. I have a few follow-up questions for you regarding the logistics of posting/distributing the Settlement Agreement:

1. How many notices should the Region send the Employer for posting at the three facilities? (In healthcare facilities, one notice is typically posted on a bulletin board in the break room of each department.)
2. Are Sutter's written communications with the employees at the three facilities only in English? If not, what other languages are used in their written communications with their employees?

Please provide responses to the questions by noon on Friday, July 28th.

Thank you,
Janay

Janay Parnell
Field Examiner - Sacramento Resident Agent
National Labor Relations Board
901 Market Street, Suite 400
San Francisco, CA 94103

Phone: (202) 406-0912

Fax: (415) 356-5156

From: Parnell, Janay
Sent: Friday, July 21, 2017 1:43 PM
To: 'Ostrem, Eric' <OstremE@sutterhealth.org>
Cc: Sharma, Jatinder <SharmaJ1@sutterhealth.org>
Subject: RE: [**External**] Sutter Medical Center, Sacramento, Case 20-CA-196911, et. al

You too!

Janay Parnell
Field Examiner - Sacramento Resident Agent
National Labor Relations Board
901 Market Street, Suite 400
San Francisco, CA 94103

Phone: (202) 406-0912
Fax: (415) 356-5156

From: Ostrem, Eric [<mailto:OstremE@sutterhealth.org>]
Sent: Friday, July 21, 2017 1:41 PM
To: Parnell, Janay <Janay.Parnell@nlrb.gov>
Cc: Sharma, Jatinder <SharmaJ1@sutterhealth.org>
Subject: Re: [**External**] Sutter Medical Center, Sacramento, Case 20-CA-196911, et. al

Likewise! Have a nice weekend!

On Jul 21, 2017, at 1:34 PM, Parnell, Janay <Janay.Parnell@nlrb.gov> wrote:

Wonderful. Thank you for your cooperation throughout this process.

Janay Parnell
Field Examiner - Sacramento Resident Agent
National Labor Relations Board
901 Market Street, Suite 400
San Francisco, CA 94103

Phone: (202) 406-0912
Fax: (415) 356-5156

From: Ostrem, Eric [<mailto:OstremE@sutterhealth.org>]
Sent: Friday, July 21, 2017 1:30 PM
To: Parnell, Janay <Janay.Parnell@nlrb.gov>
Cc: Sharma, Jatinder <SharmaJ1@sutterhealth.org>
Subject: RE: [**External**] Sutter Medical Center, Sacramento, Case 20-CA-196911, et. al

Here is the signed settlement agreement. Thank you

From: Parnell, Janay [<mailto:Janay.Parnell@nlrb.gov>]
Sent: Thursday, July 20, 2017 3:51 PM
To: Ostrem, Eric <OstremE@sutterhealth.org>
Cc: Sharma, Jatinder <SharmaJ1@sutterhealth.org>
Subject: RE: [**External**] Sutter Medical Center, Sacramento, Case 20-CA-196911, et. al

Eric,

The Region is willing to agree to your first proposal below of "WE WILL NOT maintain or enforce the overly broad policy in the administrative leave of absence form requesting employees not to discuss ongoing investigations of employee misconduct."

Attached is a revised notice. Please sign it and return it to me by the close of business tomorrow.

Thank you,
Janay

Janay Parnell
Field Examiner - Sacramento Resident Agent
National Labor Relations Board
901 Market Street, Suite 400
San Francisco, CA 94103

Phone: (202) 406-0912
Fax: (415) 356-5156

From: Ostrem, Eric [<mailto:OstremE@sutterhealth.org>]
Sent: Thursday, July 20, 2017 1:03 PM
To: Parnell, Janay <Janay.Parnell@nlrb.gov>
Cc: Sharma, Jatinder <SharmaJ1@sutterhealth.org>
Subject: RE: [**External**] Sutter Medical Center, Sacramento, Case 20-CA-196911, et. al

Thank you!

From: Parnell, Janay [<mailto:Janay.Parnell@nlrb.gov>]
Sent: Thursday, July 20, 2017 1:01 PM
To: Ostrem, Eric <OstremE@sutterhealth.org>
Cc: Sharma, Jatinder <SharmaJ1@sutterhealth.org>

Subject: RE: [**External**] Sutter Medical Center, Sacramento, Case 20-CA-196911, et. al

Thanks. I'll check with the Region and get back to you.

Janay Parnell
Field Examiner - Sacramento Resident Agent
National Labor Relations Board
901 Market Street, Suite 400
San Francisco, CA 94103

Phone: (202) 406-0912

Fax: (415) 356-5156

From: Ostrem, Eric [<mailto:OstremE@sutterhealth.org>]

Sent: Thursday, July 20, 2017 12:56 PM

To: Parnell, Janay <Janay.Parnell@nrlrb.gov>

Cc: Sharma, Jatinder <SharmaJ1@sutterhealth.org>

Subject: RE: [**External**] Sutter Medical Center, Sacramento, Case 20-CA-196911, et. al

Hi Janay,

Everything looks good except the Banner Health issue. The revised version might still, on its face, prevent us from enforcing a case-by-case exceptional circumstances policy that would comply with Banner Health.

The Board in Banner Health ruled that "an employer may restrict those discussions only where the employer shows that it has a legitimate and substantial business justification that outweighs employees' Section 7 rights." Banner Health Sys., 362 NLRB No. 137 (June 26, 2015). The problem was that the employer did not use a case-by-case approach, and instead enforced a blanket prohibition.

In a case following Banner Health, the Board used a notice that specified the actual overly broad policy at issue. In Michigan State Employees Ass'n, 364 NLRB No. 65 (Aug. 4, 2016), the notice read: "We will not maintain or enforce the overly broad October 8, 2010 directive that prohibits employees from discussing work-related issues and concerns with anyone other than their manager."

I think the Michigan case's notice is better because it doesn't limit us from using a policy going forward that would comply with Banner Health.

Based on this concern, I'd propose the following couple options for the Region to consider.

- We will not maintain or enforce the overly broad policy in the administrative leave of absence form requesting employees not to discuss ongoing investigations of employee misconduct.
- We will not maintain or enforce an overly broad policy requesting all employees not to discuss ongoing investigations of employee misconduct.

Thanks,
Eric

From: Parnell, Janay [<mailto:Janay.Parnell@nlrb.gov>]
Sent: Thursday, July 20, 2017 11:53 AM
To: Ostrem, Eric <OstremE@sutterhealth.org>
Cc: Sharma, Jatinder <SharmaJ1@sutterhealth.org>
Subject: RE: [**External**] Sutter Medical Center, Sacramento, Case 20-CA-196911, et. al

Eric,

Thank you for the addresses. Attached is a revised Settlement Agreement. Please let me know as soon as possible if it meets with your approval. Please see my comments in orange below explaining the revisions.

Thanks,
Janay

Janay Parnell
Field Examiner - Sacramento Resident Agent
National Labor Relations Board
901 Market Street, Suite 400
San Francisco, CA 94103

Phone: (202) 406-0912
Fax: (415) 356-5156

From: Ostrem, Eric [<mailto:OstremE@sutterhealth.org>]
Sent: Thursday, July 20, 2017 11:23 AM
To: Parnell, Janay <Janay.Parnell@nlrb.gov>
Cc: Sharma, Jatinder <SharmaJ1@sutterhealth.org>
Subject: RE: [**External**] Sutter Medical Center, Sacramento, Case 20-CA-196911, et. al

Hi Janay,

Understood, thank you.

The addresses are 2800 L Street and 2801 L Street.

I will wait to hear back from you on the other items.

Thanks,
Eric

From: Parnell, Janay [<mailto:Janay.Parnell@nlrb.gov>]
Sent: Thursday, July 20, 2017 10:39 AM
To: Ostrem, Eric <OstremE@sutterhealth.org>
Cc: Sharma, Jatinder <SharmaJ1@sutterhealth.org>
Subject: RE: [**External**] Sutter Medical Center, Sacramento, Case 20-CA-196911, et. al

Eric,

Please see my responses in red below.

Thanks,
Janay

Janay Parnell
Field Examiner - Sacramento Resident Agent
National Labor Relations Board
901 Market Street, Suite 400
San Francisco, CA 94103

Phone: (202) 406-0912
Fax: (415) 356-5156

From: Ostrem, Eric [<mailto:OstremE@sutterhealth.org>]
Sent: Thursday, July 20, 2017 9:29 AM
To: Parnell, Janay <Janay.Parnell@nlrb.gov>
Cc: Sharma, Jatinder <SharmaJ1@sutterhealth.org>
Subject: RE: [**External**] Sutter Medical Center, Sacramento, Case 20-CA-196911, et. al

Hi Janay,

As discussed yesterday, here are the employer's proposed changes to the settlement agreement and notice:

1. Please include a non-admissions clause. Okay. That's fine. I made the change.

2. As discussed, we would like clarity on the posting location. The Region would like the notices posted at the following three buildings that you mentioned yesterday: #1- the building with NICU and Women's and Children's Services; #2- the building with E.R. and Surgery; and #3- the building with the clinics. Please provide me with the addresses for #2 and #3. Thank you for the addresses.
3. We request that the email notice be sent only to RNs. I understand the Region has decided against that already. Your understanding is correct, but I will check with the Region one more time. The Region would like the email notice sent to all of the employees at the three buildings above.
4. Regarding rescinding the administrative leave notices, our position is that it makes more sense to rescind all issued in the last six months, not just the three RNs listed (see edit to the notice proposed below). In addition to sending the letter notifying each employee who received the administrative leave notice, we would also strike through the problematic sentences in the notices for any notices that were placed in the employee's personnel file (my understanding is that these notices are not necessarily placed in the employee's personnel file). Striking through the problematic sentences sounds good and I propose:

WE WILL rescind the portions of all administrative leave notices that were issued to employees since October 14, 2016 that prohibit them from discussing workplace investigations with coworkers and WE WILL notify them in writing that this has been done. I made this change.

5. As discussed, the sentence in the notice stating "WE WILL NOT stop you from discussing workplace investigations" is too expansive, and does not accurately reflect the rule under Banner Health that, in some situations, on a case-by-case basis, employers can properly require confidentiality during investigations. We propose the revision shown below. The Region is still looking into this revision and the "with corrective action" revision below.

We propose deleting "WE WILL NOT stop you from discussing workplace investigations" and instead, using the relevant paragraph directly from the notice in *Banner Health* which states "WE WILL NOT maintain or apply a policy of requesting employees not to discuss ongoing investigations of employee misconduct."

It's fine if we make the "with corrective action" revision.

Here are our proposed revisions to the notice:

WE WILL NOT do anything to prevent you from exercising the above rights.
YOU HAVE THE RIGHT to discuss wages, hours, and working conditions, including workplace investigations, with your coworkers and **WE WILL NOT** do anything to

interfere with your exercise of that right.

WE WILL NOT enforce an overly broad policy preventing you from discussing workplace investigations ~~stop you from discussing workplace investigations~~ and **WE WILL** rescind the rule in our administrative leave notice form on that subject.

WE WILL NOT ask you about other employees discussing their workplace investigations.

WE WILL NOT threaten you ~~with corrective action~~ because you exercise your right to discuss workplace investigations with your coworkers.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

WE WILL rescind the portions of (b) (6), (b) (7)(C) administrative leave notices ~~issued to any employee during the last six months~~ that prohibit them from discussing workplace investigations with coworkers and **WE WILL** notify them in writing that this has been done.

Thanks,
Eric

From: Parnell, Janay [<mailto:Janay.Parnell@nrlrb.gov>]

Sent: Tuesday, July 18, 2017 11:26 AM

To: Sharma, Jatinder <SharmaJ1@sutterhealth.org>; Ostrem, Eric <OstremE@sutterhealth.org>

Subject: [****External****] Sutter Medical Center, Sacramento, Case 20-CA-196911, et. al

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Jay and Eric,

I spoke with the Region regarding the scope of which employees would receive the Settlement Agreement notice, and the Region's position is that the notice needs to be sent to all of the employees who work at the facility located at 2825 Capitol Avenue, Sacramento, California. I am attaching for your review a proposed Settlement Agreement in the above-captioned cases. Please let me know by the close of business on Thursday, July 20th, if the proposed Settlement Agreement meets with your approval or if you want to propose any changes. Please do not sign the proposed Settlement Agreement yet, because at this point it is just a draft.

Sincerely,
Janay

Janay Parnell
Field Examiner - Sacramento Resident Agent
National Labor Relations Board

901 Market Street, Suite 400
San Francisco, CA 94103

Phone: (202) 406-0912

Fax: (415) 356-5156

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July 31, 2017

Richard F. Griffin, Jr., General Counsel
Office of Appeals
National Labor Relations Board
1015 Half Street SE
Washington, DC 20570-0001

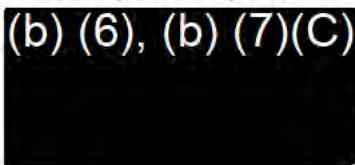
Re: *Sutter Medical Center, Sacramento*
Case 20-CA-196911

Dear Mr. Griffin,

I am writing to join, incorporate by reference, as if fully set forth herein, and adopt as my own, the Position Statement in support of the Appeal and Motion for Reconsideration filed by the California Nurses Association (CNA) on July 18, 2017, in Case 20-CA-197833. CNA's case is closely related to my own and its July 18, 2017 Position Statement supports the basis of my own Appeal and Motion for Reconsideration in Case 20-CA-196911. CNA has informed me that its above-referenced July 18, 2017 Position Statement has already been filed with the NLRB's Office of Appeals, so no duplicate is attached.

Thank you for your consideration,

(b) (6), (b) (7)(C)



From: [Ostrem, Eric](#)
To: [Parnell, Janay](#)
Cc: [Sharma, Jatinder](#)
Subject: RE: **[**External**]** Sutter Medical Center, Sacramento, Case 20-CA-196911, et. al
Date: Wednesday, August 9, 2017 7:30:17 PM

Perfect, thank you!

From: Parnell, Janay [<mailto:Janay.Parnell@nlrb.gov>]
Sent: Wednesday, August 09, 2017 4:28 PM
To: Ostrem, Eric <OstremE@sutterhealth.org>
Cc: Sharma, Jatinder <SharmaJ1@sutterhealth.org>
Subject: RE: **[**External**]** Sutter Medical Center, Sacramento, Case 20-CA-196911, et. al

Eric,

The head of the FOIA Branch is Synta Keeling, Assistant General Counsel, FOIA Branch, and her phone number is 202-273-3842. (Her phone number is on our website.)

Sincerely,
Janay

Janay Parnell
Field Examiner - Sacramento Resident Agent
National Labor Relations Board
901 Market Street, Suite 400
San Francisco, CA 94103

Phone: (202) 406-0912
Fax: (415) 356-5156

From: Ostrem, Eric [<mailto:OstremE@sutterhealth.org>]
Sent: Wednesday, August 09, 2017 4:09 PM
To: Parnell, Janay <Janay.Parnell@nlrb.gov>
Cc: Sharma, Jatinder <SharmaJ1@sutterhealth.org>
Subject: RE: **[**External**]** Sutter Medical Center, Sacramento, Case 20-CA-196911, et. al

Hi Janay,

I understand. Do you happen to have a contact phone number for the FOIA office? I mailed in the request, and I'd like to call them to confirm they got it and are working on it.

Thanks,
Eric

From: Parnell, Janay [<mailto:Janay.Parnell@nlrb.gov>]
Sent: Wednesday, August 09, 2017 4:02 PM
To: Ostrem, Eric <OstremE@sutterhealth.org>
Cc: Sharma, Jatinder <SharmaJ1@sutterhealth.org>
Subject: RE: [****External****] Sutter Medical Center, Sacramento, Case 20-CA-196911, et. al

Eric,

I checked with my supervisor, and unfortunately, the only way to get the appeal and motion is through our FOIA Branch and the appeal and motion will have to be heavily redacted by them before it can be provided to you. I don't know what the timeframe will be for them redacting it.

Thank you for the phone number.

Sincerely,
Janay

Janay Parnell
Field Examiner - Sacramento Resident Agent
National Labor Relations Board
901 Market Street, Suite 400
San Francisco, CA 94103

Phone: (202) 406-0912
Fax: (415) 356-5156

From: Ostrem, Eric [<mailto:OstremE@sutterhealth.org>]
Sent: Wednesday, August 09, 2017 1:53 PM
To: Parnell, Janay <Janay.Parnell@nlrb.gov>
Cc: Sharma, Jatinder <SharmaJ1@sutterhealth.org>
Subject: Re: [****External****] Sutter Medical Center, Sacramento, Case 20-CA-196911, et. al

Hi Janay,

Any update on getting a copy of the appeal and motion?

Here is (b) (6), (b) (7)(C) phone number: (b) (6), (b) (7)(C)

Thanks,
Eric

On Aug 8, 2017, at 10:18 AM, Parnell, Janay <Janay.Parnell@nlrb.gov> wrote:

Thanks. I'll check with my supervisor.

Janay Parnell
Field Examiner - Sacramento Resident Agent
National Labor Relations Board
901 Market Street, Suite 400
San Francisco, CA 94103

Phone: (202) 406-0912
Fax: (415) 356-5156

From: Ostrem, Eric [<mailto:OstremE@sutterhealth.org>]
Sent: Tuesday, August 08, 2017 10:16 AM
To: Parnell, Janay <Janay.Parnell@nlrb.gov>
Cc: Sharma, Jatinder <SharmaJ1@sutterhealth.org>
Subject: RE: [**External**] Sutter Medical Center, Sacramento, Case 20-CA-196911, et. al

Hi Janay,

I will see what I can find. We filed a FOIA request for CNA's appeals, but have not received any response. Are you able to send us a copy of the appeals and motion for reconsideration? If not, is there someone I can follow up with?

Thanks,
Eric

From: Parnell, Janay [<mailto:Janay.Parnell@nlrb.gov>]
Sent: Tuesday, August 08, 2017 10:09 AM
To: Ostrem, Eric <OstremE@sutterhealth.org>
Cc: Sharma, Jatinder <SharmaJ1@sutterhealth.org>
Subject: [**External**] Sutter Medical Center, Sacramento, Case 20-CA-196911, et. al

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Eric,

I'm currently investigating the appeals and Motion for Reconsideration that the Charging Parties filed for the above-captioned cases. Can you please provide me with the phone number for (b) (6), (b) (7)(C)?

Thanks,
Janay

Janay Parnell

Field Examiner - Sacramento Resident Agent
National Labor Relations Board
901 Market Street, Suite 400
San Francisco, CA 94103

Phone: (202) 406-0912

Fax: (415) 356-5156

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From: [Parnell, Janay](#)
To: (b) (6), (b) (7)(C), (b) (7)(D)
Subject: RE: Sutter Medical Center, Sacramento, Case 20-CA-196911, et. al.
Date: Friday, August 18, 2017 5:17:00 PM

I received the affidavit. Thank you.

Janay Parnell
Field Examiner - Sacramento Resident Agent
National Labor Relations Board
901 Market Street, Suite 400
San Francisco, CA 94103

Phone: (202) 406-0912
Fax: (415) 356-5156

-----Original Message-----

From: (b) (6), (b) (7)(C), (b) (7)(D) [mailto:(b) (6), (b) (7)(C), (b) (7)(D)]
Sent: Friday, August 18, 2017 7:54 AM
To: Parnell, Janay <Janay.Parnell@nlrb.gov>
Subject: Re: Sutter Medical Center, Sacramento, Case 20-CA-196911, et. al.

Good Morning Janay,

Sorry I am just getting back to you. (b) (6), (b) (7)(C), (b) (7)(D)

(b) (6), (b) (7)(C), (b) (7)(D) With the Eclipse craziness it was quiet a drive!

I have carefully read the statement I gave you and it is accurate.

I am available by cell phone today if you would like to take my oath.

I have to hook up a printer and have access to a fax if you need my physical signature but it will not be until later this morning. I will have to wait until the bank opens at 1000 where there is a certified fax machine.

Respectfully,

(b) (6), (b) (7)(C), (b) (7)(D)

> On Aug 15, 2017, at 10:23 AM, Parnell, Janay <Janay.Parnell@nlrb.gov> wrote:

>

> <AFF (b) (6), (b) (7)(C), (b) (7)(D).pdf>

From: [Parnell, Janay](#)
To: (b) (6), (b) (7)(C), (b) (7)(D)
Subject: Re: Sutter Medical Center, Sacramento, Case 20-CA-196911, et. al.
Date: Tuesday, August 22, 2017 8:27:08 AM

Okay. Thanks. If it turns out that you can't print them at work, then you can just cross out the sentences that state that they're attached to your affidavit, and write your initials next to the corrections.

Janay Parnell
Field Examiner - Sacramento Resident Agent
National Labor Relations Board
901 Market Street, Suite 400
San Francisco, CA 94103

Phone: (202) 406-0912
Fax: (415) 356-5156

From: (b) (6), (b) (7)(C), (b) (7)(D)
Sent: Monday, August 21, 2017 9:54:20 PM
To: Parnell, Janay
Subject: Re: Sutter Medical Center, Sacramento, Case 20-CA-196911, et. al.

Janay,

I'm having difficulties opening more job evaluations from home. I'll log on at work tomorrow, so expect my email tomorrow. I apologize for the further delay.

(b) (6), (b) (7)(C)

From: Parnell, Janay <Janay.Parnell@nlrb.gov>
Sent: Monday, August 14, 2017 5:46 PM
To: (b) (6), (b) (7)(C), (b) (7)(D)
Subject: Sutter Medical Center, Sacramento, Case 20-CA-196911, et. al.

(b) (6),

Attached please find the affidavit which you provided to me over the telephone. Please print your affidavit, then read your affidavit carefully and make any corrections which are necessary. You may write directly on the paper. Please write your initials next to all of the corrections, and initial the bottom right-hand corner of each page. Please make all of the corrections in pen. Please DO NOT sign and date the last page of the affidavit. Instead, I need you to call me at the phone number that is noted below so that you can swear that the affidavit is true and correct to the best of your knowledge and belief. After you have sworn to me over the phone, then you may sign and date on the last page. After you have signed the affidavit, please send me your signed version with the original signature via regular mail and via e-mail or fax. I need to receive the e-mailed or faxed

version by the close of business on Friday, August 18th. If you have any questions concerning your affidavit, then please feel free to contact me.

Lastly, please e-mail me the following documents so that I can attach them to your affidavit as exhibits:

1. (b) (6), (b) (7)(C), (b) (7)(D)
- 2.
- 3.

Thank you for your cooperation in this matter.

Sincerely,
Janay

Janay Parnell
Field Examiner - Sacramento Resident Agent
National Labor Relations Board
901 Market Street, Suite 400
San Francisco, CA 94103

Phone: (202) 406-0912
Fax: (415) 356-5156

CONFIDENTIALITY NOTICE:
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Current Status: Active



Effective:	1/1/2001
Final Approved:	12/14/2016
Last Revised:	8/1/2005
Next Review:	12/14/2019
Owner:	(b) (6), (b) (7)(C)
Policy Area:	Human Resources
References:	
Applicability:	Sutter Medical Center Sacramento

Disruptive Behavior and Prevention of Workplace Violence, B 25

PURPOSE:

It is the purpose of this policy to establish guidelines for reporting and addressing incidents of disruptive behavior and workplace violence. Furthermore, our goal is to establish a violence free environment for all personnel whom may be on Sutter Medical Center, Sacramento property for any appropriate reason. For additional information reference the Environment of Care Manual, Secure Environment Management Program Section, Policy B.12, Prevention of Workplace Violence. All acts of aggression or violence against on-duty hospital personnel are documented through a variety of reporting methods; including, but not limited to, Quality Assessment Records, Security Incident Reporting, calling a Code Gray (as defined and referenced in the Emergency Management Manual), 911 reporting, etc.

GENERAL INFORMATION:

A. Philosophy:

Sutter Medical Center, Sacramento ("SMCS") is committed to creating the best work environment possible, including the safety and health of all employees, volunteers and medical staff. SMCS will not tolerate violence or disruptive behavior in the workplace and will make every reasonable effort to prevent such incidents from occurring.

1. Therefore, acts or threats of physical violence, including intimidation, harassment or coercion, which involve or affect SMCS personnel, patients, medical staff, contracted/temporary employees, volunteers and visitors; or which occur on Sutter-owned property will not be tolerated.
2. The prohibition against threats and acts of violence applies to all persons involved in the operation of SMCS. Therefore, violations of this policy, by any individual on Sutter-owned or leased property is considered misconduct and will lead to disciplinary and/or legal action as appropriate.

B. Definitions:

Disruptive behavior and workplace violence covered within this policy guideline includes, but is not limited to:

-
1. **Disruptive Behavior:** Any incident in which the delivery of care or services is interrupted or impeded. This includes yelling, being hostile after reasonable request and demanding immediate and unreasonable action.
 2. **Threatening Behavior:** Any verbal or non-verbal expression of an intention to inflict pain or injury or to cause annoyance or alarm. This includes throwing or kicking objects, threatening to harm people directly or indirectly and intimidating actions, including: blocking pathway, leering, stalking.
 3. **Violence:** Any physical force exerted to violate, damage or abuse another person and/or property or a perceived threat.
 4. **Weapon:** Any instrument or object used to threaten or inflict bodily harm.
 5. **Assault:** Any intent to cause physical injury to another person, or actually causing physical injury, or causing physical injury by means of a deadly weapon or a dangerous instrument.
 6. **Harassment:** Any intent to harass, annoy, threaten or alarm another person.

Violent Behavior includes physical assault with or without a weapon, robbery, bomb threats, possession of a weapon, a specific threat to hurt another person or property. Acts of violence, which constitutes an assault and/or battery, as defined below, will not be tolerated:

1. **Assault:** California Penal Code 240 defines "assault" as "an unlawful attempt, coupled with a present ability, to commit a violent injury on the person of another." In order to constitute an assault, there must be something more than mere threats or menace. If there is a clear intent to commit violence accompanied by acts which, if not interrupted, will be followed by violent injury to another, an assault has been committed.
2. **Battery:** California Penal Code 242 defines "battery" as "any willful and unlawful use of force to violence upon the person of another." Battery is a completed assault. There can be no battery without also having an assault.

C. Responsibility:

1. **Employees, Medical Staff, Contracted/Temporary Employees, Volunteers and Visitors:**
 - a. Report all disruptive, threatening or violent incidents to Security Officers, the Security Services Department, Human Resources, as well as your reporting Department Director. If appropriate, you are empowered to contact local law enforcement. This reporting is to be conducted without fear of retribution.
 - b. Employees are empowered to report observance of "odd" or "suspicious" behavior or witness a policy violation before a violent incident occurs through the following anonymous reporting methods. However if immediate action is required to prevent a violent Security should be notified immediately:
 - Services, Security, and/or Administration.
 - Confidential message placed in red "alert" box housed in Human Resources.
 - Sutter Health Compliance Line: 1-800-500-1950
 - c. All SMCS employees, medical staff, contracted/temporary employees, visitors and volunteers are responsible for acting in a professional and cooperative manner.
 - d. Weapons of any kind, including those for personal protection with or without a permit to carry, are not permitted in any Sutter facility.

2. Directors and Supervisors/Managers:

- a. Provide staff with the opportunity to attend all educational programs related to disruptive behavior and workplace violence, e.g., Management of Assaultive Behavior Training (AB-508).
- b. Contact Human Resources when a security incident involves SMCS employee(s).
- c. If a security incident involves or impacts patient care notify Integrated Quality Services/Risk management by phone and if appropriate complete a Quality Assessment Record ("QAR").

3. Human Resources:

- a. Employees will be provided education regarding workplace violence prevention through a variety of training methods; including but not limited to, self-study modules and distribution of information sheets.
- b. Provide appropriate employee-related incident investigation and make recommendations for corrective action.

4. Convene Threat Assessment Team ("TAT") in the event of a high risk incident or where:

- a. A significant threat exists;
- b. Any patient, employee, medical staff, contracted/temporary employee, visitor or volunteer is physically harmed on account of a workplace violence incident;
- c. There are continuing threats to any patient, employee, medical staff, contracted/temporary employee, visitor or volunteer;
- d. Additional resources (physical or financial) are needed to respond to a threat;
- e. There is a significant employee relations issue on account of the threat; or
- f. Media attention/publicity is anticipated.

5. Environment of Care Committee:

- a. Conduct analysis to identify hazards and to identify and analyze statistical trends in Security Incident Reporting.
- b. Recommend corrective action.
- c. Conduct appropriate surveys of employees to identify potential hazards; and
- d. The Safety Officer or the Environment of Care Committee designee will attend and/or facilitate conducting appropriate annually educational programs; i.e. New Employee Orientation.

PROCEDURAL GUIDELINES:

All SMCS employees, medical staff, contracted/temporary employee and volunteers must refrain from engaging in acts or threats of violence and are responsible for maintaining a work environment which is free from acts or threats of violence and a reasonable fear thereof.

- 1. Employees are required to immediately report any acts or threats of violence occurring on SMCS premises to their immediate supervisor.
- 2. All reports of workplace violence will be taken seriously and will be investigated promptly and thoroughly. Under the appropriate circumstances, the reporting individual will be informed of the results of the investigation. To the extent possible, confidentiality of the reporting individual and the investigation will be maintained. A need to disclose the results of an investigation may occur if such disclosure is determined

to protect the safety of an individual(s). No employee will be disciplined or discharged for reporting any threats or acts of violence.

A. Workplace Violence Incident Procedure:

In the event of workplace violence, the following sequence of events will be initiated:

1. Staff should act quickly to resolve the incident using one or more of the following methods, depending on the severity of the incident:
 - a. Contact the hospital operator through the emergency numbers (x4000 SGH) or (x1414 SMH) to summon a Security Officer to the scene and/or to announce a "Code Gray". Uniformed Security Services personnel will respond to the scene and access the incident.
 - b. Notify your department director, supervisor/manager.
 - c. If appropriate, notify local law enforcement.
 - d. Notify Human Resources if the incident involves an employee.
2. Upon review by the Safety or Security Officer, Human Resources or other authorized designee, determine whether the Threat Assessment Team ("TAT") should convene.
3. Employees involved in violent workplace incidents are empowered to request or may be referred to the Employee Assistance Program.

B. Patient(s):

Any patient(s) who commits acts of assault, disruptive, threatening or violent behavior will be treated as appropriate and as medically indicated.

C. Visitor(s):

Visitors are expected to act in a professional and cooperative manner. Any visitor who commits an act of assault, disruptive, threatening or violent behavior will be the subject to one or more of the following actions, depending on the severity and previous incidents that may have occurred:

1. Verbal warning;
2. Written warning;
3. Escort off the premises;
4. Law enforcement intervention; and
5. Arrest and prosecution.

D. Employees, Medical Staff and Contracted/Temporary Employees:

Employees, medical staff and contracted/temporary employees are expected to adhere to work practices that provide a safe and secure workplace and will act in a professional and cooperative manner. Any employee, medical staff or contracted/temporary employee who commits acts of disruptive, threatening or violent behavior will be subject to the following, depending on the severity of the incident:

1. Appropriate disciplinary action, up to and including termination;
2. Escort off the premises;
3. Law enforcement intervention; and

4. Arrest and prosecution.

E. Volunteer(s):

Volunteers are expected to adhere to work practices that provide a safe and secure workplace and will act in a professional and cooperative manner. Any volunteer whom commits acts of disruptive, threatening or violent behavior will be subject to the following actions, depending on the severity and previous incidents that may have occurred:

1. Verbal warning;
2. Written warning;
3. Immediate dismissal;
4. Escort off the premises;
5. Law enforcement intervention; and
6. Arrest and prosecution.

CROSS REFERENCES:

All incidents of abuse, suspected violent injuries, domestic violence injuries shall be reported as outlined in the following Administration Policies:

1. CHA Consent Manual 2002
2. Policy for Disruptive or Unprofessional Behavior Resolution – K.5
3. Policy for Patient Rights – N.7
4. Environment of Care Manual, Secure Environment Management Program Section, Policy B.13, Prevention of Workplace Violence
5. Policy for Reporting Abuse – 1.8
6. Policy for Reporting Abuse of Elders and Dependent Adults – A.8a
7. Policy for Reporting Suspected Violent Injuries/Suspected Domestic Violence Injuries – A.8b
8. Policy for Reporting Abuse of Elders and Dependent Adults – A.8c

All revision dates:

8/1/2005

Attachments:

No Attachments

Approval Signatures

Step Description	Approver	Date
Human Resources Manager	(b) (6), (b) (7)(C)	12/14/2016
	(b) (6), (b) (7)(C)	12/14/2016

Performance Review

2012-2013 Validated Non-Exempt Performance Review I

From Jun 1, 2012 to May 31, 2013



Employee: (b) (6), (b) (7)(C)

Manager: (b) (6), (b) (7)(C)

Overview

Status: Closed

Step: N/A

Step Due Date: N/A

Author: (b) (6), (b) (7)(C)

Final Comments

Manager's assessment
No comments entered

Acknowledgement Comments

Manager's assessment
No comments entered

Employee's self-assessment
No comments entered

Overall Summary

Manager's assessment

Overall Rating

Strong Performer

Comments

(b) (6), (b) (7)(C) has done a great job transitioning back to (b) (6), (b) (7)(C) is supportive of management and all the changes that have taken place in the last several months and because of this encourages (b) (6), (b) (7)(C) peers to do the same. (b) (6), (b) (7)(C) completed (b) (6), (b) (7)(C) intermediate orientation without incident and has sought experiences since then to help prepare (b) (6), (b) (7)(C) for orientation to the intensive care areas. (b) (6), (b) (7)(C) is currently going through intensive care orientation and I have received feedback that (b) (6), (b) (7)(C) is transitioning well to caring for higher acuity patients. Moving forward I encourage (b) (6), (b) (7)(C) to look for patients that will build on (b) (6), (b) (7)(C) skills learned in intensive care orientation. (b) (6), (b) (7)(C) should also take the Advanced Respiratory class when it is offered next. Thank you (b) (6), (b) (7)(C) for taking great care of our patients.

DEFINITIONS ONLY: What was Achieved - Principal Accountabilities and Competencies (INFORMATIONAL - NO RATINGS IN THIS SECTION)

Accountability: Community- Promotes a positive relationship between Sutter Health.

Community- Promotes a positive relationship between Sutter Health and the community.

Accountability: Finance - Utilizes resources to deliver quality care in a safe,

Finance - Utilizes resources to deliver quality care in a safe, efficient, and cost-effective manner.

Accountability: Growth - Actively manages patient/family plan of care throughout.

Growth - Actively manages patient/family plan of care throughout the hospitalization to achieve optimal transition and progression toward discharge for patient/family.

Accountability: People -Coordinates the activities of the health care team in a

People -Coordinates the activities of the health care team in a professional manner according to the Standards of Excellence promoting a positive work environment.

Accountability: Quality- Provides optimal care to patients' and family which is

Quality- Provides optimal care to patients' and family which is collaborative, evidence based and meets national/ facility standards to achieve the best possible outcome.

Accountability: Service - Cares for patient/family according to the Sutter Difference.

Service - Cares for patient/family according to the Sutter Difference Standards and activities ensuring the best patient/ family experience.

Competency: Age Specific Care - General - Level 1

Uses age-specific developmental principles when providing care and other health-related services for patients.

- 1.01: Identifies the physical and developmental age of population to whom care is being provided.
- 1.02: Identifies the physical, intellectual, and developmental characteristics of the population to whom care is being provided.
- 1.03: Recognizes suspected abuse or neglect and reports appropriately.
- 1.04: Provides a safe environment based on patient's age and developmental level.
- 1.05: Implements care, interventions and/or work procedures required, based on the patient's age and developmental level.
- 1.06: Involves family in care as patient's age, developmental level and wishes dictate.
- 1.07: Utilizes techniques to de-stress patient from treatment/hospitalization as appropriate for patient's age and developmental level.
- 1.08: Assesses pain using age-specific indicators.
- 1.09: Identifies developmental and social needs of patient at appropriate age levels.

Competency: Clinical Management of Patients (Licensed Professionals) - Level 2

Demonstrates safety, proficiency, consideration for patients developmental, physical, emotional, spiritual, cultural and cognitive level as well as knowledge of technical functions required in the accomplishment of patient care activities, including: all types of patient care equipment, medication administration, IV management, including administration of blood/blood products, specimen collection, mobility/immobility issues, and computerized CI

- 1.01: Understands indications for patient therapy and/or procedural intervention.
- 1.02: Implements appropriate patient care interventions as directed within scope of practice.
- 1.03: Demonstrates proficiency in equipment set-up, operation and troubleshooting appropriate to the patient population.
- 1.04: Recognizes abnormal findings and takes appropriate actions.
- 1.05: Gathers clinical data according to patient care standards.
- 1.06: Reinforces patient and family education.
- 1.07: Ensures patient safety.
- 1.08: Mentors peers related to patient therapy and/or procedural intervention.
- 2.01: Interprets and decides upon care priorities in emergent situations.
- 2.02: Recognizes and understands indications for patient therapy and/or procedural intervention.
- 2.03: Coordinates the care of the patient therapy.
- 2.04: Manages patients according to best practices including CMS Core Measures, JCAHO Standards, Patient Safety Goals and Sutter Clinical Initiatives.
- 2.05: Recognizes potential complications and implements appropriate interventions.
- 2.06: Educates patient and family regarding disease process and overall management.
- 2.07: Prepares patient and family regarding purpose of the indicated therapy and/or procedural intervention.
- 2.08: Works with patient and family to receive input and answer questions.

Competency: Code Blue - Level 2

Uses the protocols and procedures for cardiopulmonary resuscitation.

- 1.01: Recognizes emergency and intervenes.
- 1.02: Activates facility code blue response.
- 1.03: Uses basic life support techniques to provide immediate resuscitation until team arrives.
- 1.04: Provides coverage for others participating in situation.
- 2.01: Controls the emergent environment.
- 2.02: Provides problem solving during emergency situation.
- 2.03: Monitors adherence to Basic Life Support (BLS) guidelines in resuscitation efforts.
- 2.04: Assures support of family and patient during BLS phase of code blue.
- 2.05: Handles medications, documentation; assists with procedures.
- 2.06: Recognizes changes in patient condition prior to deterioration into code event, assesses changes and seeks interventions to prevent deterioration.
- 2.07: Establishes line placement.

Competency: Cultural Competence/Diversity - Level 1

Applies knowledge of practices and behaviors governing culturally appropriate interactions with all individuals encountered in the work environment. These can be clinical or non-clinical in nature.

- 1.01: Uses appropriate resources to address language/communication barriers.
- 1.02: Treats all employees, medical staff members, patients, visitors and customers with respect, dignity and fairness.
- 1.03: Participates in Cultural Competence and Diversity trainings as assigned.
- 1.04: Aligns individual behavior with organizational diversity and cultural competence values.

- 1.05: Performs job specific competencies in a culturally sensitive manner.
- 1.06: Holds self and peers accountable to uphold the Standards of Behavior/Performance/ Excellence regardless of race ethnicity, culture, religious affiliation, disability, socioeconomic background, education, sexual orientation, marital status, gender, age or position.
- 1.07: Demonstrates awareness of and complies with applicable laws, rules and regulations related to cultural differences.
- 1.08: Supports an inclusive work environment by actively discouraging negative stereotypes, including but not limited to cultural, racial, religious, age, disability, socioeconomic, educational, sexual orientation, marital status, or gender.

Select the Next button to page forward.

Competency: Emergency Management and Disaster Response - Level 1

Participates in the mitigation, preparedness, response, and recovery activities regarding the management of emergencies.

- 1.01: Demonstrates awareness of emergency codes.
- 1.02: Able to state personal role during an emergency event.
- 1.03: Able to state department's role during an event.
- 1.04: Demonstrates awareness of the incident command system used for emergency events.
- 1.05: States the five (5) functional Incident Command System (ICS or HICS) groups and their functions.
- 1.06: ICS / HICS: Specifies the chain of command to obtain supplies and equipment.
- 1.07: Able to recognize a Haz Mat event (incl. Chemical and Bio Terrorism).
- 1.08: Demonstrates knowledge to keep self safe (S) in the event of a Haz Mat event.
- 1.09: Haz Mat: Knows how to isolate the patient or area (I) in case of a Haz Mat event.
- 1.10: Haz Mat: Knows which notifications to make (N).
- 1.11: Participates in emergency management drills / events.

Select the Next button to page forward.

Competency: Equipment and Supplies - Level 1

Applies knowledge of technologies, equipment, and supplies. These can be medical or non-medical in nature.

- 1.01: Identifies major types of technologies, equipment, and supplies used within the service/care function.
- 1.02: Identifies safety considerations and procedures for operators and patients.
- 1.03: Resolves basic equipment problems or malfunctions.
- 1.04: Operates the particular technology, equipment, or supply, and produces relevant reports or output.
- 1.05: Discusses operational issues and considerations for the specific technology, equipment, or supply.
- 1.06: Cognizant of the basic technical infrastructure in the local environment.
- 1.07: Cleans equipment as specified by department standards.

Competency: Health Information Management - Level 1

Ability to document, maintain and process patient information within current legal requirements and privacy laws.

- 1.01: Maintains and enforces patient confidentiality and privacy laws, policies and procedures.
- 1.02: Identifies the steps in initial setup and maintenance of documentation process.
- 1.03: Works with an automated health information application.
- 1.04: Delineates and complies with security and access control processes to protect privacy and information.
- 1.05: Identifies common types of information maintained on patients.
- 1.07: Describes and complies with organization's health information management procedures and policies.
- 1.08: Locates published guidelines and other sources of information on health information keeping. May participate in charge capture, coding and/or billing of procedures and/or diagnoses.

Competency: Healthcare Information Systems - Level 1

Utilizes industry and organization applications and databases that contain medical, patient, and healthcare information.

- 1.01: Identifies health information system applications used within facility.
- 1.02: Describes the type of information maintained in systems.
- 1.03: Specifies key functions addressed by core applications.
- 1.04: Locates relevant documentation and systems support information.
- 1.05: Appropriately utilizes specific systems and applications as they relate to job functions.
- 1.06: Describes the type of information maintained in specific systems and applications.
- 1.07: Defines roles and responsibilities of users, administrators, and systems support staff.

Select the Next button to page forward.

Competency: Implementation of the Nursing Process - Level 1

Assesses, plans, coordinates, implements and evaluates nursing care appropriate to the developmental, physical, cultural, emotional, spiritual and cognitive abilities of the patient.

- 1.01: Determines assessment priorities and initiates thorough or focal assessment based on needs, age, developmental and cognitive level of patient.
- 1.02: Ensures that assessments and reassessments are performed according to facility standards and patient needs.
- 1.03: Takes appropriate action when assessment reveals deviations from patient norm, unusual or life-threatening findings.
- 1.04: Completes the health history with the patient and/or family.
- 1.05: Utilizes gathered data to plan, deliver and evaluate care.
- 1.06: Develops and implements patient plan of care in partnership with the patient and family.
- 1.07: Performs nursing interventions directly or through delegation and evaluates patient response.
- 1.08: Makes appropriate nursing judgments based on assessment and reassessment data.
- 1.09: Evaluates actual outcomes against goals and updates plans of care based on patient progress.
- 1.10: Identifies the patients discharge planning needs and initiates appropriate referrals.
- 1.11: Documents thoroughly and accurately in the patient record according to facility standards.

Competency: Infection Control - Level 2

Utilizes knowledge of patient safety and error prevention and applies appropriate processes and procedures to minimize the spread of infection and disease.

- 1.01: Demonstrates awareness of and applies standard (universal) precautions consistently, and encourages others do to so.
- 1.02: Understands and adheres to facility policies, procedures, and standards regarding infection prevention and control.
- 1.03: Consistently complies with facility policy on transmission-based precautions.
- 2.01: Educates peers and/or patients and families regarding prevention and control of infection.
- 2.02: Demonstrates knowledge of infections and methods to reduce risk of transmission.
- 2.03: May work with Infection Control to establish policies and procedures to reduce the risk of transmission.

Competency: Information Management - Level 1

Ability to manage the flow and content of information following standard procedure.

- 1.01: Generates and reviews information (e.g. reports, results, films, correspondence), recognizes problems and appropriately escalates.
- 1.02: Uses the appropriate mode (e.g. phone, fax, mail, electronic) to disseminate a variety of information to the appropriate party.
- 1.03: Receives a variety of information from internal/external sources, reviews and takes appropriate action.
- 1.04: Receives requests for information and follows established protocol to respond appropriately.
- 1.05: Stores information, documents and records according to standard procedures.
- 1.06: Accurately retrieves and/or compiles data or information upon request, within established timeframes.
- 1.07: May enter information to capture charges for tests, products and/or services.

Competency: Licensing and Accreditation - Level 1

Applies knowledge and understanding of legislation and regulatory bodies to healthcare practices.

- 1.01: Summarizes the laws governing privacy and patient rights.
- 1.02: Adheres to work-related aspects covered by legal, regulatory and accreditation standards and policies.
- 1.03: Implements and monitors adherence to a specific aspect of legislation.
- 1.04: Identifies a specific healthcare policy and relates it to the specific law or regulation.
- 1.05: Recognizes situations or conditions with potential legal, regulatory and accreditation non-compliance and escalates appropriately through the chain of command.
- 1.06: Identifies major federal and state legislation, industry regulatory bodies and accreditation bodies.
- 1.07: Locates additional information regarding relevant legal issues.

Select the Next button to page forward.

Competency: Pain Management - Level 2

Provide for effective pain management appropriate to the developmental, physical, emotional, spiritual, cultural and cognitive abilities and facility Standards.

- 1.01: Utilizes appropriate pain scales.

- 1.02: Documents pain scores, patient history related to pain management, effective alternatives, and any barriers to effective pain management.
- 1.03: Follows basic pharmacological pain management principles.
- 1.04: Utilizes non-pharmacological approaches to pain management.
- 1.05: Recognizes and responds to side effects of pharmacological pain management.
- 1.06: Initiates and monitors the immediate care of patients in pain.
- 1.07: Documents nursing interventions and patient's response to pain on appropriate form.
- 1.08: Reinforces patient and family education on pain management, importance of reporting pain and harmful effects of uncontrolled pain.

- 2.01: Assesses pain on admission and reassesses at appropriate intervals.
- 2.02: Uses knowledge of patient history and barriers to effective pain management in assessing and reassessing patient pain.
- 2.03: Develops non-pharmacologic approaches to pain when appropriate.
- 2.04: Identifies barriers to pain management and intervenes to improve outcomes.
- 2.05: Educates patient and family on pain management, importance of reporting pain and harmful effects of uncontrolled pain.
- 2.06: Assures pain management needs are addressed in discharge plan.
- 2.07: Coordinates pain management to optimize patient activities and therapies.
- 2.08: Utilizes evidence based practice to promote pain management.
- 2.09: Promotes pain management as a patient right.

Competency: Patient and Family Centered Care - Level 1

Demonstrates knowledge of and applies principles and practices associated with patient and family centered care.

- 1.01: Is able to define the Sutter Health concept of family.
- 1.02: Locates the written philosophy of care.
- 1.03: Defines 8 core principles of patient and family centered care.
- 1.04: Gives example of Patient and Family centered care solutions from own area.
- 1.05: Demonstrates patient and family centered care principles whenever interacting with patients or hospital guests.
- 1.06: Able to state at least 3 benefits of practicing patient and family centered care to the organization.
- 1.07: Identifies benefits to patients and families.
- 1.08: Understands regulatory agency requirements for patient and family centered care.
- 1.09: Completes assigned trainings(s) on Patient and Family Centered Care in a timely manner.

Competency: Patient Rights - Level 1

Demonstrates knowledge of principles and practices associated with the rights and responsibilities of patients and caregivers.

- 1.01: Locates policies on patient rights, informed consent and advance directives, as applicable to role and scope of responsibilities.
- 1.02: Applies key areas covered under patient rights to role and scope of responsibilities.
- 1.03: For those employees working in the acute care setting, demonstrates knowledge of patient rights, informed consent, and advanced directives.

Select the Next button to page forward.

Competency: Policy, Procedures, and Standards - Level 1

Utilizes industry standards, policies and procedures relevant to function and organization. These can be clinical or non-clinical in nature.

- 1.01: Complies with organizational and professional standards, as well as organizational and departmental policies and procedures.
- 1.02: Identifies common policies, procedures, and standards.
- 1.03: Obtains and reviews documentation and information on standards and their usage.
- 1.04: Applies policy, procedure, and standards documentation.
- 1.05: Identifies areas for improvement and provides feedback to the appropriate personnel.
- 1.06: Contributes to the development and implementation of specific procedures.
- 1.07: Describes control and monitoring mechanisms, tools and techniques.
- 1.08: Complies with appropriate abuse reporting requirements for the reporting of child, elderly, disabled, and other types of suspected abuse as applicable.

Select the Next button to page forward.

Competency: Privacy and Confidentiality - Level 1

Complies with privacy and confidentiality rules, policies, and procedures, including applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA).

- 1.01: Names publications, places or a local resource to refer to for policy and procedure relating to privacy and confidentiality.
- 1.02: Adheres to all aspects of privacy and confidentiality laws, regulations and policies.
- 1.03: Relates implications of privacy laws and regulations to own function.

Select the Next button to page forward.

Competency: Professional Practice - Level 2

Demonstrates role competency by utilizing critical thinking, professional judgement, teamwork and effective communication within scope of practice.

- 1.01: Collaborates with peers and supervisors to assure patient needs are met.
- 1.02: Provides input for patient rounds by communicating patient clinical status, care goals/problems and plans with team.
- 1.03: Communicates a concise, organized and thorough report.
- 1.04: Performs responsibilities to extent of license/certification and job description.
- 1.05: Seeks out educational opportunities/experiences to continually update practice.
- 2.01: Collaborates with peers and supervisors to assure patient and unit needs are met.
- 2.02: Offers assistance to others to assure patient and unit needs are met.
- 2.03: Participates in patient rounds by leading discussions regarding their patients' clinical status, care goals/problems and plans with team.
- 2.04: Communicates a concise, organized and thorough report with caregivers when patient hand offs occur including: anticipated changes, plan of care, short and long term goals, discharge and educational needs.
- 2.05: Assesses need for unit resources, support and assistance, and actively participates for resolution.
- 2.06: Delegates to other care providers to facilitate meeting patients' needs in a timely manner with follow-up to assure desired results.
- 2.07: Seeks out physicians for professional consultation and collaboration to discuss patient care issues.
- 2.08: Functions as a resource/role model for departmental and organizational standards and policies and procedures.
- 2.09: Utilizes the Chain of Command, Rapid Response Team and other resources to assure patient safety.
- 2.10: Communicates any adverse event with supervisor to manage risk to hospital.

Competency: Quality Assurance - Level 1

Demonstrates knowledge and individual behaviors that are aligned with assuring organizational quality.

- 1.01: Recognizes and appropriately reports/escalates deviations, problems, unusual occurrences and unexpected outcomes.
- 1.02: Can describe the organization's approach to performance improvement.
- 1.03: Effectively completes tasks related to quality control and/or process control.
- 1.04: Can describe and, works within, scope of practice and/or position, exercising the appropriate level of authority and responsibility.
- 1.05: Effectively communicates to ensure quality of service, products and/or care.
- 1.06: Effectively organizes, coordinates and prioritizes work to ensure quality of service, products and/or care.

Select the Next button to page forward.

Competency: Safety / Environment of Care - Level 1

Provides a safe work environment to prevent injury to self, patients, visitors, and other workforce members.

- 1.01: Wears Photo I.D. badge in accordance with dress code.
- 1.02: Identifies and reports safety hazards and/or violations, and protects the environment and patient until the situation is resolved.
- 1.03: Removes unsafe equipment from use according to policy.
- 1.04: Reports to appropriate staff any furniture that appears to be in need of repair.
- 1.05: Stores supplies, machines and equipment in their proper places.
- 1.06: Constantly observes working environment for hazards.
- 1.07: Reports immediately all close calls, accidents, and occurrences for patients, visitors and staff.
- 1.08: Uses sound judgment that promotes safety in individual situations.
- 1.09: Observes no smoking policies.
- 1.10: Reduces the risk of patient harm resulting from falls when in a patient care environment.
- 1.11: Reports or cleans spills immediately according to guidelines.
- 1.12: Understands and applies standard safety acronyms and related procedures.
- 1.13: Participates in all mandated environmental safety programs.

- 1.14: Completes assigned safety trainings in a timely fashion.
- 1.15: Reminds others of the importance of a safe environment.
- 1.16: Demonstrates awareness of risk and seeks risk reduction in own work area.
- 1.17: When working with patients, correctly identifies patient with at least two patient identifiers.

Select the Next button to page forward.

Competency: Service and Satisfaction - Level 1

Applies knowledge of practices, behaviors, applicable laws, rules and regulations governing proper conduct.

- 1.01: Complies with ethics as explained in the Sutter Health Standards for Business Conduct.
- 1.02: Adheres to all components of entity-specific Standards of Behavior/Performance/Excellence.
- 1.03: Identifies potential areas of risk and reports them appropriately.
- 1.04: Demonstrates commitment to excellence.
- 1.05: Treats all employees, medical staff members, patients, visitors and customers with respect, dignity and fairness.
- 1.06: Participates in customer (e.g., physician, patient) service efforts, contributing to high customer satisfaction.
- 1.07: Holds self and peers accountable to uphold the Standards of Behavior/Performance/Excellence.
- 1.08: Aligns individual behavior with organizational goals and values.

Select the Next button to page forward.

Principal Accountabilities Rating

Overall Principal Accountabilities Rating

Please choose the rating which best describes the performance in regards to Principal Accountabilities and then select the Next button to page forward to the next section.

■ Manager's assessment

Rating

Strong Performer

Comments

2012- Principle Accountability Metrics

Finance: Strong Performer-15% Weight: Unit Based

☐ Strong Performer- Appropriate use of resources and supplies. (2012 budget over by 200K - mostly supplies due to BF status)

People: Growth Needed- 15% Weight: Unit Based

☐ Growth Needed- Improve our teamwork among departments to improve patient care. (Overall EOW composite score will improve by 5%. (2012 78%))

Quality: Growth Needed- 30% Weight: CLABSI (50%) and BMQI (50%)

☐ Growth Needed- Improvement in NICU CLABSI rates. Measurements from July 2012-March 2013. (5 in 2011; 5 in 2012; 0 YTD 2013)

☐ Growth Needed- Improvement in % of babies <1500gms discharged receiving mother's breastmilk. Measurements from July 2012-March 2013. (63% - 66% previous year = no improvement)

☐

Growth: Exceeds Expectation- 20% Weight: Hospital (50%) and Unit Based (50%)

☐ Exceeds Expectations- Time of discharge will be 1pm for the majority of our patients (75%). Daily audits will be performed. (73% of discharges at 1pm)

☐ Exceeds Expectations- The NICU's ability to receive transports from outside facilities. (Accepted all transfers - in 2012)

☐

Service = Growth Needed- 20% weight: Hospital (50%) and Unit(50%)

☐ Growth Needed - Inpatient Patient Satisfaction Scores (Press Ganey)

☐ Growth Needed - NICU Patient Satisfaction Scores

Community: N/A

Overall Rating: Strong Performer

Competencies Rating

Overall Competencies Rating

Please choose the rating which best describes whether or not all competencies were met. Use the comment field if the required proficiency level was not met, or if this particular employee's role requires a higher level of proficiency. Please also indicate the Type of Patient Care Provided in the Additional Information section under the Comments area below. When done, select the Next button to page to the next section.

■ **Manager's assessment**

Rating

All Competencies Met/New Comp Not Met - No deduction

Comments

No comments entered

Performance Goals (if applicable)

Performance Goals Rating (if applicable)

It is not mandatory for Non-Exempt employees to use the Goal plan; however, if the employee being evaluated had goals in their plan, select a rating which best reflects the extent to which those goals have or have not been achieved. To view the employee's goal plan, save the review, click the drop down arrow in the Module section above and choose Goal Plan. If the goal plan was not used, click the box next to Not Applicable. When done, select the Next button to page to the next section.

■ **Manager's assessment**

Rating

Not Applicable

Comments

No comments entered

How Results Were Achieved

Excellence & Quality

- Demonstrates ability to assess a situation, consider options and choose an appropriate course of action. Utilizes appropriate resources to effectively resolve the issue.
- Proactively identifies vs. reacts to problems/issues.
- When appropriate, seeks guidance and direction to complete tasks, including asking appropriate questions and seeking needed clarification.
- Consistently produces error free work with appropriate level of supervision, even when quantity increases.
- Identifies new/different ways to improve upon how things are done and takes appropriate action to make it happen.
- Actively participates in quality improvement initiatives/activities in unit/department/entity, including bringing out of date policies and procedures to supervisor's attention.
- Communicates with others (both internal and external) in a positive and effective manner.
- Meets timelines and deadlines, effectively balancing priorities even in the face of high volume or emergency situations.

Select the Next button to page forward.

■ **Manager's assessment**

Rating

Strong Performer

Comments

No comments entered

Compassion & Caring

- Demonstrates excellent customer service skills, including handling customer needs in a competent and knowledgeable manner, responding promptly to needs and questions.
- Takes personal ownership of issues (e.g. Customer Service, Operational), seeing them through to resolution. Solves the problem or takes it to appropriate person for resolution.
- Demonstrates appropriate work behaviors that are sensitive to the work environment, including talking softly in patient care and support areas and acknowledging patients/visitors promptly.
- Demonstrates professionalism when faced with situations requiring conflict resolution (includes other Sutter employees/departments, MDs, patients, patient family, visitors, etc.) - listens to problem/issue, responds calmly and positively, and seeks to resolve situation in non-defensive manner.

Select the Next button to page forward.

■ Manager's assessment

Rating

Exceeds Expectations

Comments

(b) (6), (b) (7)(C) maintains a positive attitude in most situation and always has smile on (b) (6), (b) (7)(C) face. (b) (6), (b) (7)(C) greets families as well as peer with a welcoming smile. (b) (6), (b) (7)(C) is a strong supporter of "family centered care" and works diligently to not only provide this type of care to (b) (6), (b) (7)(C) patients and their families, but also to change the culture of others in our unit. (b) (6), (b) (7)(C) provides very good care to (b) (6), (b) (7)(C) patients and their families. (b) (6), (b) (7)(C) was (b) (6), (b) (7)(C) this past year. (b) (6), (b) (7)(C) received feedback from (b) (6), (b) (7)(C) regarding the care (b) (6), (b) (7)(C) provided to (b) (6), (b) (7)(C) primary. (b) (6), (b) (7)(C) stated " (b) (6), (b) (7)(C) needs to be commended for the wonderful and compassionate care (b) (6), (b) (7)(C) have to (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) family."

(b) (6), (b) (7)(C) also received a Sutter Spirit from a family stating " (b) (6), (b) (7)(C) is an amazing RN. (b) (6), (b) (7)(C) treated (b) (6), (b) (7)(C) great. (b) (6), (b) (7)(C) is one of the best nurses we've ever had. (b) (6), (b) (7)(C) is the best. I'm very thankful to have had (b) (6), (b) (7)(C) care for (b) (6), (b) (7)(C) "

Honesty & Integrity

- Protects confidential information including patient, organization, and employee information. Does not discuss confidential information with or in front of anyone - including other employees, patients, friends, family, business or social acquaintances, customers, suppliers or others - unless appropriate procedures to release information have been followed or the individual is in a recognized "need to know" role.
- Recognizes and takes accountability for personal actions or inaction. Fully tells/discloses information to appropriate individuals.
- Appropriately creates and/or handles documents and records, maintaining the integrity of information and confidentiality.

Select the Next button to page forward.

■ Manager's assessment

Rating

Strong Performer

Comments

(b) (6), (b) (7)(C) adheres to the Standards of Excellence by not engaging in unit rumors or gossip and performs all duties in a safe, ethical and honest manner. (b) (6), (b) (7)(C) recognizes and takes accountability for personal actions or inaction and fully tells/discloses information to appropriate individuals

Teamwork

- Willingly accepts work direction from supervisor and appropriate team members.
 - Supports new processes, procedures, other changes in work methods.
 - Maintains positive and cooperative relationships within own work team and all other departments, shifts, and other Sutter Health entities. Positively interacts with others with different skills, abilities, and backgrounds.
 - Seeks others' ideas and opinions.
 - Notices when other employees are under pressure to complete work or are experiencing other difficulties and offers to lend a hand to help them.
 - Amount of work completed meets or exceeds job standards. Consistently carries fair share of the work.
 - Demonstrates flexibility: Willingly accepts work assignments that are not primary accountabilities; willingly takes on extra work; is flexible with work location, department, unit, shift assignment and necessary changes in processes and workflow.
 - Exhibits flexibility to changing conditions and workflows. Understands and accepts that sometimes change results in more work or relearning of processes, procedures and work methods.
 - Proactively seeks training and development to learn new technology/equipment/techniques, etc.
 - Cross-trains and/or shares acquired knowledge, skills, techniques, etc. with peers to strengthen the team.
 - Stays current regarding employee communications and organization/facility/department issues.
 - Demonstrates effective time management skills, including attending to personal business on own time.
 - Does not let personal issues disrupt work environment.
- Select the Next button to page forward.

■ Manager's assessment

Rating

Strong Performer

Comments

(b) (6), (b) (7)(C) willingly accepts work direction from supervisor and appropriate team members (b) (6), (b) (7)(C) supports new processes, procedures, other changes in work methods (b) (6), (b) (7)(C) notices when other employees are under pressure to complete work or are experiencing other difficulties and offers to lend a hand to help them.

(b) (6), (b) (7)(C) received a Bravo gram from a peer for supporting a fellow staff above and beyond the call of duty. The peer stated "The unit was very busy and I had (b) (6), (b) (7)(C) and a change of shift admission. (b) (6), (b) (7)(C) helped with my feeds without being asked. this allowed me to spend time explaining and supporting the family or the (b) (6), (b) (7)(C) ?

Community

- Positively represents and supports the organization when talking to others within the organization (including within the department/entity and among other employees) and to others, such as vendors, patients, guests, and visitors.
- Supports our not-for-profit mission and the community benefit programs, services and activities sponsored by the organization.

Select the Next button to page forward.

■ Manager's assessment

Rating

Strong Performer

Comments

No comments entered

Universal Requirements

Universal Requirements

Review the Universal Requirements below and rate whether or not they were met. If a requirement was not met please document in the Comment field below along with any Required Licensure and Continuing Education information.

- New Employee Requirements (if applicable), including General/Department Orientation and Completion of all New Hire Requirements
 - Completes annual Purified Protein Derivative (PPD) Testing (if applicable)
 - Environment of Care (Safety) Training (if applicable), including: Injury/Illness Prevention; Electrical Safety; Fire Procedures; Infection Control/Exposure Control; Hazard Communication; Disaster & Emergency Procedures; Hazardous Waste Disposal
 - Actively demonstrates and adheres to service excellence/Sutter Difference Standards
 - Completes Standards of Business Conduct/Compliance Training
 - Records time in accordance with the Policy
 - Complies with Attendance Policy
 - Complies with Dress Code
 - Maintains a working knowledge of and adheres to organization, department and professional standards, policies, procedures and protocols
 - List any Required Licensure, Certification and/or Registration and Other Position/Department Specific Required Training in the Comment field below
 - Document all Continuing Education in the Comment field below
- Select the Next button to page forward.

■ Manager's assessment

Rating

Yes, Met Requirements

Comments

Universal Requirements

RN License- Active and Current

CPR and NRP- Current

Mandatory Education-Skills Fair, eLearning, all other unit based education

Performance Review

2013-2014 Non-Exempt Performance Review 1 1

From Jun 1, 2013 to May 31, 2014



Employee: (b) (6), (b) (7)(C)

Manager: (b) (6), (b) (7)(C)

Overview

Status: Closed

Author: (b) (6), (b) (7)(C)

Step: N/A

Step Due Date: N/A

Final Comments

Manager's assessment
No comments entered

Acknowledgement Comments

Manager's assessment
No comments entered

Employee's self-assessment

For the coming year, I would like to take the Advanced Respiratory class, and also to have an increasing number of assignments of more complex babies. I love working in (b) (6), (b) (7)(C) and getting to work with babies and families; I am lucky to get to share this hospital's medical skills and compassion with patients.

Overall Summary

Manager's assessment

Overall Rating

Strong Performer

Comments

(b) (6), (b) (7)(C) is a valuable member of (b) (6), (b) (7)(C) always exhibits a positive attitude, arriving to work with a smile on (b) (6), (b) (7)(C) face and the desire to help others. (b) (6), (b) (7)(C) provides very good care to the patients and incorporates the family into (b) (6), (b) (7)(C) cares. (b) (6), (b) (7)(C) is flexible with (b) (6), (b) (7)(C) assignments and will often take an unexpected admission, move to another assignment, or just help out where needed. As a (b) (6), (b) (7)(C) nurse, it is refreshing to know that (b) (6), (b) (7)(C) will do (b) (6), (b) (7)(C) job well without complaints. (b) (6), (b) (7)(C) maintains a positive attitude at all times and does not engage in gossips within the unit. (b) (6), (b) (7)(C) is supportive of (b) (6), (b) (7)(C) and uses (b) (6), (b) (7)(C) positive experience with leadership to help spread the changes requested throughout the unit. I would like to see (b) (6), (b) (7)(C) take the Advanced Respiratory class when offered next and take care of higher acuity patients challenging (b) (6), (b) (7)(C) out of (b) (6), (b) (7)(C) comfort zone. (b) (6), (b) (7)(C) is supportive of new staff and is there to answer questions and support them as they learn the many skills needed to become a great (b) (6), (b) (7)(C) RN. Thank you (b) (6), (b) (7)(C) for taking very good care of our patients and their families!!

DEFINITIONS ONLY: What was Achieved - Principal Accountabilities and Competencies (INFORMATIONAL - NO RATINGS IN THIS SECTION)

Accountability: Community- Promotes a positive relationship between Sutter Health.

Community- Promotes a positive relationship between Sutter Health and the community.

Accountability: Finance - Utilizes resources to deliver quality care in a safe,

Finance - Utilizes resources to deliver quality care in a safe, efficient, and cost-effective manner.

Accountability: Growth - Actively manages patient/family plan of care throughout.

Growth - Actively manages patient/family plan of care throughout the hospitalization to achieve optimal transition and progression toward discharge for patient/family.

Accountability: People -Coordinates the activities of the health care team in a

People -Coordinates the activities of the health care team in a professional manner according to the Standards of Excellence promoting a positive work environment.

Accountability: Quality- Provides optimal care to patients' and family which is

Quality- Provides optimal care to patients' and family which is collaborative, evidence based and meets national/ facility standards to achieve the best possible outcome.

Accountability: Service - Cares for patient/family according to the Sutter Difference.

Service - Cares for patient/family according to the Sutter Difference Standards and activities ensuring the best patient/family experience.

Competency: Age Specific Care - General - Level 1

Uses age-specific developmental principles when providing care and other health related services for patients.

- 1.01: Identifies the physical and developmental age of population to whom care is being provided.
- 1.02: Identifies the physical, intellectual, and developmental characteristics of the population to whom care is being provided.
- 1.03: Recognizes suspected abuse or neglect and reports appropriately.
- 1.04: Provides a safe environment based on patient's age and developmental level.
- 1.05: Implements care, interventions and/or work procedures required, based on the patient's age and developmental level.
- 1.06: Involves family in care as patient's age, developmental level and wishes dictate.
- 1.07: Utilizes techniques to de-stress patient from treatment/hospitalization as appropriate for patient's age and developmental level.
- 1.08: Assesses pain using age-specific indicators.
- 1.09: Identifies developmental and social needs of patient at appropriate age levels.

Competency: Clinical Management of Patients (Licensed Professionals) - Level 2

Demonstrates safety, proficiency, consideration for patients developmental, physical, emotional, spiritual, cultural and cognitive level as well as knowledge of technical functions required in the accomplishment of patient care activities, including: all types of patient care equipment, medication administration, IV management, including administration of blood/blood products, specimen collection, mobility/immobility issues, and computerized cl

- 1.01: Understands indications for patient therapy and/or procedural intervention.
 - 1.02: Implements appropriate patient care interventions as directed within scope of practice.
 - 1.03: Demonstrates proficiency in equipment set-up, operation and troubleshooting appropriate to the patient population.
 - 1.04: Recognizes abnormal findings and takes appropriate actions.
 - 1.05: Gathers clinical data according to patient care standards.
 - 1.06: Reinforces patient and family education.
 - 1.07: Ensures patient safety.
 - 1.08: Mentors peers related to patient therapy and/or procedural intervention.
-
- 2.01: Interprets and decides upon care priorities in emergent situations.
 - 2.02: Recognizes and understands indications for patient therapy and/or procedural intervention.
 - 2.03: Coordinates the care of the patient therapy.
 - 2.04: Manages patients according to best practices including CMS Core Measures, JCAHO Standards, Patient Safety Goals and Sutter Clinical Initiatives.
 - 2.05: Recognizes potential complications and implements appropriate interventions.
 - 2.06: Educates patient and family regarding disease process and overall management.
 - 2.07: Prepares patient and family regarding purpose of the indicated therapy and/or procedural intervention.
 - 2.08: Works with patient and family to receive input and answer questions.

Competency: Code Blue - Level 2

Uses the protocols and procedures for cardiopulmonary resuscitation.

- 1.01: Recognizes emergency and intervenes.
 - 1.02: Activates facility code blue response.
 - 1.03: Uses basic life support techniques to provide immediate resuscitation until team arrives.
 - 1.04: Provides coverage for others participating in situation.
-
- 2.01: Controls the emergent environment.
 - 2.02: Provides problem solving during emergency situation.
 - 2.03: Monitors adherence to Basic Life Support (BLS) guidelines in resuscitation efforts.
 - 2.04: Assures support of family and patient during BLS phase of code blue.
 - 2.05: Handles medications, documentation; assists with procedures.
 - 2.06: Recognizes changes in patient condition prior to deterioration into code event, assesses changes and seeks interventions to prevent deterioration.
 - 2.07: Establishes line placement.

Competency: Cultural Competence/Diversity - Level 1

Applies knowledge of practices and behaviors governing culturally appropriate interactions with all individuals encountered in the work environment. These can be clinical or non-clinical in nature.

- 1.01: Uses appropriate resources to address language/communication barriers.
- 1.02: Treats all employees, medical staff members, patients, visitors and customers with respect, dignity and fairness.
- 1.03: Participates in Cultural Competence and Diversity trainings as assigned.
- 1.04: Aligns individual behavior with organizational diversity and cultural competence values.
- 1.05: Performs job specific competencies in a culturally sensitive manner.
- 1.06: Holds self and peers accountable to uphold the Standards of Behavior/Performance/ Excellence regardless of race ethnicity, culture, religious affiliation, disability, socioeconomic background, education, sexual orientation, marital status, gender, age or position.
- 1.07: Demonstrates awareness of and complies with applicable laws, rules and regulations related to cultural differences.
- 1.08: Supports an inclusive work environment by actively discouraging negative stereotypes, including but not limited to cultural, racial, religious, age, disability, socioeconomic, educational, sexual orientation, marital status, or gender.

Select the Next button to page forward.

Competency: Emergency Management and Disaster Response - Level 1

Participates in the mitigation, preparedness, response, and recovery activities regarding the management of emergencies.

- 1.01: Demonstrates awareness of emergency codes.
- 1.02: Able to state personal role during an emergency event.
- 1.03: Able to state department's role during an event.
- 1.04: Demonstrates awareness of the incident command system used for emergency events.
- 1.05: States the five (5) functional Incident Command System (ICS or HICS) groups and their functions.
- 1.06: ICS / HICS: Specifies the chain of command to obtain supplies and equipment.
- 1.07: Able to recognize a Haz Mat event (incl. Chemical and Bio Terrorism).
- 1.08: Demonstrates knowledge to keep self safe (S) in the event of a Haz Mat event.
- 1.09: Haz Mat: Knows how to isolate the patient or area (I) in case of a Haz Mat event.
- 1.10: Haz Mat: Knows which notifications to make (N).
- 1.11: Participates in emergency management drills / events.

Select the Next button to page forward.

Competency: Equipment and Supplies - Level 1

Applies knowledge of technologies, equipment, and supplies. These can be medical or non-medical in nature.

- 1.01: Identifies major types of technologies, equipment, and supplies used within the service/care function.
- 1.02: Identifies safety considerations and procedures for operators and patients.
- 1.03: Resolves basic equipment problems or malfunctions.
- 1.04: Operates the particular technology, equipment, or supply, and produces relevant reports or output.
- 1.05: Discusses operational issues and considerations for the specific technology, equipment, or supply.
- 1.06: Cognizant of the basic technical infrastructure in the local environment.
- 1.07: Cleans equipment as specified by department standards.

Competency: Health Information Management - Level 1

Ability to document, maintain and process patient information within current legal requirements and privacy laws.

- 1.01: Maintains and enforces patient confidentiality and privacy laws, policies and procedures.
- 1.02: Identifies the steps in initial setup and maintenance of documentation process.
- 1.03: Works with an automated health information application.
- 1.04: Delineates and complies with security and access control processes to protect privacy and information.
- 1.05: Identifies common types of information maintained on patients.
- 1.07: Describes and complies with organization's health information management procedures and policies.
- 1.08: Locates published guidelines and other sources of information on health information keeping. May participate in charge capture, coding and/or billing of procedures and/or diagnoses.

Competency: Healthcare Information Systems - Level 1

Utilizes industry and organization applications and databases that contain medical, patient, and healthcare information.

- 1.01: Identifies health information system applications used within facility.
- 1.02: Describes the type of information maintained in systems.
- 1.03: Specifies key functions addressed by core applications.

- 1.04: Locates relevant documentation and systems support information.
- 1.05: Appropriately utilizes specific systems and applications as they relate to job functions.
- 1.06: Describes the type of information maintained in specific systems and applications.
- 1.07: Defines roles and responsibilities of users, administrators, and systems support staff.

Select the Next button to page forward.

Competency: Implementation of the Nursing Process - Level 1

Assesses, plans, coordinates, implements and evaluates nursing care appropriate to the developmental, physical, cultural, emotional, spiritual and cognitive abilities of the patient.

- 1.01: Determines assessment priorities and initiates thorough or focal assessment based on needs, age, developmental and cognitive level of patient.
- 1.02: Ensures that assessments and reassessments are performed according to facility standards and patient needs.
- 1.03: Takes appropriate action when assessment reveals deviations from patient norm, unusual or life-threatening findings.
- 1.04: Completes the health history with the patient and/or family.
- 1.05: Utilizes gathered data to plan, deliver and evaluate care.
- 1.06: Develops and implements patient plan of care in partnership with the patient and family.
- 1.07: Performs nursing interventions directly or through delegation and evaluates patient response.
- 1.08: Makes appropriate nursing judgments based on assessment and reassessment data.
- 1.09: Evaluates actual outcomes against goals and updates plans of care based on patient progress.
- 1.10: Identifies the patients discharge planning needs and initiates appropriate referrals.
- 1.11: Documents thoroughly and accurately in the patient record according to facility standards.

Competency: Infection Control - Level 2

Utilizes knowledge of patient safety and error prevention and applies appropriate processes and procedures to minimize the spread of infection and disease.

- 1.01: Demonstrates awareness of and applies standard (universal) precautions consistently, and encourages others do to so.
- 1.02: Understands and adheres to facility policies, procedures, and standards regarding infection prevention and control.
- 1.03: Consistently complies with facility policy on transmission-based precautions.
- 2.01: Educates peers and/or patients and families regarding prevention and control of infection.
- 2.02: Demonstrates knowledge of infections and methods to reduce risk of transmission.
- 2.03: May work with Infection Control to establish policies and procedures to reduce the risk of transmission.

Competency: Information Management - Level 1

Ability to manage the flow and content of information following standard procedure.

- 1.01: Generates and reviews information (e.g. reports, results, films, correspondence), recognizes problems and appropriately escalates.
- 1.02: Uses the appropriate mode (e.g. phone, fax, mail, electronic) to disseminate a variety of information to the appropriate party.
- 1.03: Receives a variety of information from internal/external sources, reviews and takes appropriate action.
- 1.04: Receives requests for information and follows established protocol to respond appropriately.
- 1.05: Stores information, documents and records according to standard procedures.
- 1.06: Accurately retrieves and/or compiles data or information upon request, within established timeframes.
- 1.07: May enter information to capture charges for tests, products and/or services.

Competency: Licensing and Accreditation - Level 1

Applies knowledge and understanding of legislation and regulatory bodies to healthcare practices.

- 1.01: Summarizes the laws governing privacy and patient rights.
- 1.02: Adheres to work-related aspects covered by legal, regulatory and accreditation standards and policies.
- 1.03: Implements and monitors adherence to a specific aspect of legislation.
- 1.04: Identifies a specific healthcare policy and relates it to the specific law or regulation.
- 1.05: Recognizes situations or conditions with potential legal, regulatory and accreditation non-compliance and escalates appropriately through the chain of command.
- 1.06: Identifies major federal and state legislation, industry regulatory bodies and accreditation bodies.
- 1.07: Locates additional information regarding relevant legal issues.

Select the Next button to page forward.

Competency: Pain Management - Level 2

Provide for effective pain management appropriate to the developmental, physical, emotional, spiritual, cultural and cognitive abilities and facility Standards.

- 1.01: Utilizes appropriate pain scales.
- 1.02: Documents pain scores, patient history related to pain management, effective alternatives, and any barriers to effective pain management.
- 1.03: Follows basic pharmacological pain management principles.
- 1.04: Utilizes non-pharmacological approaches to pain management.
- 1.05: Recognizes and responds to side effects of pharmacological pain management.
- 1.06: Initiates and monitors the immediate care of patients in pain.
- 1.07: Documents nursing interventions and patient's response to pain on appropriate form.
- 1.08: Reinforces patient and family education on pain management, importance of reporting pain and harmful effects of uncontrolled pain.

- 2.01: Assesses pain on admission and reassesses at appropriate intervals.
- 2.02: Uses knowledge of patient history and barriers to effective pain management in assessing and reassessing patient pain.
- 2.03: Develops non-pharmacologic approaches to pain when appropriate.
- 2.04: Identifies barriers to pain management and intervenes to improve outcomes.
- 2.05: Educates patient and family on pain management, importance of reporting pain and harmful effects of uncontrolled pain.
- 2.06: Assures pain management needs are addressed in discharge plan.
- 2.07: Coordinates pain management to optimize patient activities and therapies.
- 2.08: Utilizes evidence based practice to promote pain management.
- 2.09: Promotes pain management as a patient right.

Competency: Patient Rights - Level 1

Demonstrates knowledge of principles and practices associated with the rights and responsibilities of patients and caregivers.

- 1.01: Locates policies on patient rights, informed consent and advance directives, as applicable to role and scope of responsibilities.
- 1.02: Applies key areas covered under patient rights to role and scope of responsibilities.
- 1.03: For those employees working in the acute care setting, demonstrates knowledge of patient rights, informed consent, and advanced directives.

Select the Next button to page forward.

Competency: Patient and Family Centered Care - Level 1

Demonstrates knowledge of and applies principles and practices associated with patient and family centered care.

- 1.01: Is able to define the Sutter Health concept of family.
- 1.02: Locates the written philosophy of care.
- 1.03: Defines 8 core principles of patient and family centered care.
- 1.04: Gives example of Patient and Family centered care solutions from own area.
- 1.05: Demonstrates patient and family centered care principles whenever interacting with patients or hospital guests.
- 1.06: Able to state at least 3 benefits of practicing patient and family centered care to the organization.
- 1.07: Identifies benefits to patients and families.
- 1.08: Understands regulatory agency requirements for patient and family centered care.
- 1.09: Completes assigned trainings(s) on Patient and Family Centered Care in a timely manner.

Competency: Policy, Procedures, and Standards - Level 1

Utilizes industry standards, policies and procedures relevant to function and organization. These can be clinical or non-clinical in nature.

- 1.01: Complies with organizational and professional standards, as well as organizational and departmental policies and procedures.
- 1.02: Identifies common policies, procedures, and standards.
- 1.03: Obtains and reviews documentation and information on standards and their usage.
- 1.04: Applies policy, procedure, and standards documentation.
- 1.05: Identifies areas for improvement and provides feedback to the appropriate personnel.
- 1.06: Contributes to the development and implementation of specific procedures.
- 1.07: Describes control and monitoring mechanisms, tools and techniques.

1.08: Complies with appropriate abuse reporting requirements for the reporting of child, elderly, disabled, and other types of suspected abuse as applicable.

Select the Next button to page forward.

Competency: Privacy and Confidentiality - Level 1

Complies with privacy and confidentiality rules, policies, and procedures, including applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA).

1.01: Names publications, places or a local resource to refer to for policy and procedure relating to privacy and confidentiality.

1.02: Adheres to all aspects of privacy and confidentiality laws, regulations and policies.

1.03: Relates implications of privacy laws and regulations to own function.

Select the Next button to page forward.

Competency: Professional Practice - Level 2

Demonstrates role competency by utilizing critical thinking, professional judgement, teamwork and effective communication within scope of practice.

1.01: Collaborates with peers and supervisors to assure patient needs are met.

1.02: Provides input for patient rounds by communicating patient clinical status, care goals/problems and plans with team.

1.03: Communicates a concise, organized and thorough report.

1.04: Performs responsibilities to extent of license/certification and job description.

1.05: Seeks out educational opportunities/experiences to continually update practice.

2.01: Collaborates with peers and supervisors to assure patient and unit needs are met.

2.02: Offers assistance to others to assure patient and unit needs are met.

2.03: Participates in patient rounds by leading discussions regarding their patients' clinical status, care goals/problems and plans with team.

2.04: Communicates a concise, organized and thorough report with caregivers when patient hand offs occur including: anticipated changes, plan of care, short and long term goals, discharge and educational needs.

2.05: Assesses need for unit resources, support and assistance, and actively participates for resolution.

2.06: Delegates to other care providers to facilitate meeting patients' needs in a timely manner with follow-up to assure desired results.

2.07: Seeks out physicians for professional consultation and collaboration to discuss patient care issues.

2.08: Functions as a resource/role model for departmental and organizational standards and policies and procedures.

2.09: Utilizes the Chain of Command, Rapid Response Team and other resources to assure patient safety.

2.10: Communicates any adverse event with supervisor to manage risk to hospital.

Competency: Quality Assurance - Level 1

Demonstrates knowledge and individual behaviors that are aligned with assuring organizational quality.

1.01: Recognizes and appropriately reports/escalates deviations, problems, unusual occurrences and unexpected outcomes.

1.02: Can describe the organization's approach to performance improvement.

1.03: Effectively completes tasks related to quality control and/or process control.

1.04: Can describe and, works within, scope of practice and/or position, exercising the appropriate level of authority and responsibility.

1.05: Effectively communicates to ensure quality of service, products and/or care.

1.06: Effectively organizes, coordinates and prioritizes work to ensure quality of service, products and/or care.

Select the Next button to page forward.

Competency: Safety / Environment of Care - Level 1

Provides a safe work environment to prevent injury to self, patients, visitors, and other workforce members.

1.01: Wears Photo I.D. badge in accordance with dress code.

1.02: Identifies and reports safety hazards and/or violations, and protects the environment and patient until the situation is resolved.

1.03: Removes unsafe equipment from use according to policy.

1.04: Reports to appropriate staff any furniture that appears to be in need of repair.

1.05: Stores supplies, machines and equipment in their proper places.

1.06: Constantly observes working environment for hazards.

1.07: Reports immediately all close calls, accidents, and occurrences for patients, visitors and staff.

- 1.08: Uses sound judgment that promotes safety in individual situations.
- 1.09: Observes no smoking policies.
- 1.10: Reduces the risk of patient harm resulting from falls when in a patient care environment.
- 1.11: Reports or cleans spills immediately according to guidelines.
- 1.12: Understands and applies standard safety acronyms and related procedures.
- 1.13: Participates in all mandated environmental safety programs.
- 1.14: Completes assigned safety trainings in a timely fashion.
- 1.15: Reminds others of the importance of a safe environment.
- 1.16: Demonstrates awareness of risk and seeks risk reduction in own work area.
- 1.17: When working with patients, correctly identifies patient with at least two patient identifiers.

Select the Next button to page forward.

Competency: Service and Satisfaction - Level 1

Applies knowledge of practices, behaviors, applicable laws, rules and regulations governing proper conduct.

- 1.01: Complies with ethics as explained in the Sutter Health Standards for Business Conduct.
- 1.02: Adheres to all components of entity-specific Standards of Behavior/Performance/Excellence.
- 1.03: Identifies potential areas of risk and reports them appropriately.
- 1.04: Demonstrates commitment to excellence.
- 1.05: Treats all employees, medical staff members, patients, visitors and customers with respect, dignity and fairness.
- 1.06: Participates in customer (e.g., physician, patient) service efforts, contributing to high customer satisfaction.
- 1.07: Holds self and peers accountable to uphold the Standards of Behavior/Performance/Excellence.
- 1.08: Aligns individual behavior with organizational goals and values.

Select the Next button to page forward.

Principal Accountabilities Rating

Overall Principal Accountabilities Rating

Please choose the rating which best describes the performance in regards to Principal Accountabilities and then select the Next button to page forward to the next section.

■ Manager's assessment

Rating

Exceeds Expectations

Comments

2013 – 2014 Principle Accountability Metrics

Finance: Growth Needed-15% Weight: Unit Based

☐ Growth Needed- To improve the appropriate use of resources and supplies. (GOAL: To meet or reduce the amount of Donor Breast Milk Charges and liquid protein charges by standardizing mixing times, storage, and increasing mother's milk supply.)

People: Strong Performer- 15% Weight: Unit Based

☐ Strong Performer- Improve our teamwork among departments to improve patient care. (GOAL: To ensure situational SBAR is used in all calls to health care team members when specific patient needs are being shared.)

Quality: Role Model- 30% Weight: CLABSI (50%) and BMQI (50%)

☐ Role Model- Improvement in NICU CLABSI rates. Measurements from July 2013-May 2014. (5 in 2012-2013; 0 YTD 2013-2014)

☐ Exceeds Expectations- Improvement in % of babies <1500gms discharged receiving mother's breast milk. Measurements from July 2013-May 2014. (2012-2013= 63%; 2013-2014=66%)

Growth: Exceeds Expectations- 20% Weight: Unit Based (50%) and Hospital Based (50%)

☐ Strong Performer- Time of discharge will be 1pm for the majority of our patients (75%). Daily audits will be performed. (2013-2014=70% of discharges at 1pm)

☐ Role Model- Our partnership with our service lines is what defines SMCS as a referral hospital with specialized care across California and the nation. Key to this is the national recognition through the various certifications for care excellence in patient disease populations.

Service = Strong Performer- 20% weight: Hospital (50%) and Unit (50%)

To ensure our patient's experience is complete- reflecting not only our clinical expertise but our compassion and caring.

☐ Growth Needed - Overall Inpatient Patient Satisfaction Scores measured by HCAHPS. (5 to 7 service area domains at National Achievement Threshold)

☐ Exceeds Expectations

NICU Partnership Council Goals- NICU Patient Satisfaction Scores

1) Maintain and/or improve restfulness of NICU setting (51-74th Percentile Rank)

2) Improve Responsiveness domain by improving the 'emotional needs' of the family (51-74th Percentile Rank)

Community: N/A (Measured in Personal Metrics)

Overall Rating: Exceeds Expectations 3.3

Overall Letter Rating for Principal

R= 3.75-4.0 E

3.3

E=3.25-3.74

S=2.5-3.24

G= 2.49-1.5

I=1.49 OR LESS

Competencies Rating

Overall Competencies Rating

1. Choose the rating which best describes whether or not all competencies were met.
2. Use the comment field if the required proficiency level was not met, or if this particular employee's role requires a higher level of proficiency.
3. Indicate the Type of Patient Care Provided in the Additional Information section under the Comments area below.
4. When done, select the Next button to page to the next section.

■ Manager's assessment

Rating

All Competencies Met/New Comp Not Met - No deduction

Comments

No comments entered

Performance Goals (if applicable)

Performance Goals Rating (if applicable)

It is not mandatory for Non-Exempt employees to use the Goal plan; however, if the employee being evaluated had goals in their plan, select a rating which best reflects the extent to which those goals have or have not been achieved.

1. To view the employee's goal plan, save the review, click the drop down arrow in the Module section above and choose Goal Plan.
2. If the goal plan was not used, click the box next to Not Applicable. When done, select the Next button to page to the next section.

■ Manager's assessment

Rating

Not Applicable

Comments

No comments entered

How Results Were Achieved

Excellence & Quality

- Demonstrates ability to assess a situation, consider options and choose an appropriate course of action. Utilizes appropriate resources to effectively resolve the issue.
- Proactively identifies vs. reacts to problems/issues.
- When appropriate, seeks guidance and direction to complete tasks, including asking appropriate questions and seeking needed clarification.
- Consistently produces error free work with appropriate level of supervision, even when quantity increases.
- Identifies new/different ways to improve upon how things are done and takes appropriate action to make it happen.
- Actively participates in quality improvement initiatives/activities in unit/department/entity, including bringing out of date policies and procedures to supervisor's attention.
- Communicates with others (both internal and external) in a positive and effective manner.
- Meets timelines and deadlines, effectively balancing priorities even in the face of high volume or emergency situations.

Select the Next button to page forward.

■ Manager's assessment

Rating

Strong Performer

Comments

(b) (6), (b) (7)(C) participated in two interview panels this past year. (b) (6), (b) (7)(C) added valuable insight and asked candidates appropriate questions allowing the panel to choose the candidate who was the right fit for (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) was part of the Break Relief Process improvement and gave valuable feedback on how to change the process to be more user friendly.

Compassion & Caring

- Demonstrates excellent customer service skills, including handling customer needs in a competent and knowledgeable manner, responding promptly to needs and questions.
- Takes personal ownership of issues (e.g. Customer Service, Operational), seeing them through to resolution. Solves the problem or takes it to appropriate person for resolution.
- Demonstrates appropriate work behaviors that are sensitive to the work environment, including talking softly in patient care and support areas and acknowledging patients/visitors promptly.
- Demonstrates professionalism when faced with situations requiring conflict resolution (includes other Sutter employees/departments, MDs, patients, patient family, visitors, etc.) - listens to problem/issue, responds calmly and positively, and seeks to resolve situation in non-defensive manner.

Select the Next button to page forward.

■ Manager's assessment

Rating

Exceeds Expectations

Comments

(b) (6), (b) (7)(C) maintains a positive attitude in most situation and always has smile on (b) (6), (b) (7)(C) face. (b) (6), (b) (7)(C) greets families as well as peers with a welcoming smile. (b) (6), (b) (7)(C) is a strong supporter of "family centered care" and works diligently to not only provide this type of care to (b) (6), (b) (7)(C) patients and their families, but also to change the culture of others in our unit. (b) (6), (b) (7)(C) provides very good care to (b) (6), (b) (7)(C) patients and their families.

(b) (6), (b) (7)(C) was (b) (6), (b) (7)(C) this past year as the request of the parents. (b) (6), (b) (7)(C) took very good care of (b) (6), (b) (7)(C) and spent time talking with them. (b) (6), (b) (7)(C) allowed us as parents to really get in and take care of (b) (6), (b) (7)(C) made a big difference in our experience. (b) (6), (b) (7)(C) went beyond clinical. (b) (6), (b) (7)(C) was wonderful. It was like (b) (6), (b) (7)(C) really cared about the well being beyond the medical for (b) (6), (b) (7)(C) and us.

Honesty & Integrity

- Protects confidential information including patient, organization, and employee information. Does not discuss confidential information with or in front of anyone - including other employees, patients, friends, family, business or social acquaintances, customers, suppliers or others - unless appropriate procedures to release information have been followed or the individual is in a recognized "need to know" role.
- Recognizes and takes accountability for personal actions or inaction. Fully tells/discloses information to appropriate individuals.
- Appropriately creates and/or handles documents and records, maintaining the integrity of information and confidentiality.

Select the Next button to page forward.

■ Manager's assessment

Rating

Strong Performer

Comments

(b) (6), (b) (7)(C) adheres to the Standards of Excellence by not engaging in unit rumors or gossip and performs all duties in a safe, ethical and honest manner. (b) (6), (b) (7)(C) recognizes and takes accountability for personal actions or inaction and fully tells/discloses information to appropriate individuals

Teamwork

- Willingly accepts work direction from supervisor and appropriate team members.
- Supports new processes, procedures, other changes in work methods.

- Maintains positive and cooperative relationships within own work team and all other departments, shifts, and other Sutter Health entities. Positively interacts with others with different skills, abilities, and backgrounds.
 - Seeks others' ideas and opinions.
 - Notices when other employees are under pressure to complete work or are experiencing other difficulties and offers to lend a hand to help them.
 - Amount of work completed meets or exceeds job standards. Consistently carries fair share of the work.
 - Demonstrates flexibility: Willingly accepts work assignments that are not primary accountabilities; willingly takes on extra work; is flexible with work location, department, unit, shift assignment and necessary changes in processes and workflow.
 - Exhibits flexibility to changing conditions and workflows. Understands and accepts that sometimes change results in more work or relearning of processes, procedures and work methods.
 - Proactively seeks training and development to learn new technology/equipment/techniques, etc.
 - Cross-trains and/or shares acquired knowledge, skills, techniques, etc. with peers to strengthen the team.
 - Stays current regarding employee communications and organization/facility/department issues.
 - Demonstrates effective time management skills, including attending to personal business on own time.
 - Does not let personal issues disrupt work environment.
- Select the Next button to page forward.

■ Manager's assessment

Rating

Strong Performer

Comments

(b) (6), (b) (7) exhibits flexibility to changing conditions and work flows. (b) (6), (b) (7) understands and accepts that sometimes change results in more work or relearning of processes, procedures and work methods. (b) (6), (b) (7) maintains positive and cooperative relationships within own work team on night shift as well as day shift. (b) (6), (b) (7) positively interacts with others with different skills, abilities, and backgrounds. (b) (6), (b) (7) notices when other employees are under pressure to complete work or are experiencing other difficulties and offers to lend a hand to help them. (b) (6), (b) (7) willingly accepts work direction from supervisor and appropriate team members. (b) (6), (b) (7) supports new processes, procedures, and other changes in work methods.

(b) (6), (b) (7) was recognized by a peer for supporting fellow staff above and beyond the call of duty and for maintaining a positive attitude and spreading it along to others. The peer stated "Thank you for helping out so very much with my golden hour!"

Community

- Positively represents and supports the organization when talking to others within the organization (including within the department/entity and among other employees) and to others, such as vendors, patients, guests, and visitors.
- Supports our not-for-profit mission and the community benefit programs, services and activities sponsored by the organization.

Select the Next button to page forward.

■ Manager's assessment

Rating

Strong Performer

Comments

(b) (6), (b) (7) has a strong sense of community and (b) (6), (b) (7) represents Sutter Health in a positive manner at all times. (b) (6), (b) (7) is a strong supporter of the "family centered care" environment and (b) (6), (b) (7) works diligently to not only provide this type of care to (b) (6), (b) (7) patients and their families, but also to change the culture of others in our unit. (b) (6), (b) (7) participated in the March of Dimes Walk America fund raiser, which works to raise monies for programs supporting premature infants.

(b) (6), (b) (7) also donates regularly to SPCA, Loaves and Fishes and The Wounded Warrior Project.

Universal Requirements

Universal Requirements

Review the Universal Requirements below and rate whether or not they were met. If a requirement was not met please document in the Comment field below along with any Required Licensure and Continuing Education information.

- New Employee Requirements (if applicable), including General/Department Orientation and Completion of all New Hire Requirements
- Completes annual Purified Protein Derivative (PPD) Testing (if applicable)

- Environment of Care (Safety) Training (if applicable), including: Injury/Illness Prevention; Electrical Safety; Fire Procedures; Infection Control/Exposure Control; Hazard Communication; Disaster & Emergency Procedures; Hazardous Waste Disposal
 - Actively demonstrates and adheres to service excellence/Sutter Difference Standards
 - Completes Standards of Business Conduct/Compliance Training
 - Records time in accordance with the Policy
 - Complies with Attendance Policy
 - Complies with Dress Code
 - Maintains a working knowledge of and adheres to organization, department and professional standards, policies, procedures and protocols
 - List any Required Licensure, Certification and/or Registration and Other Position/Department Specific Required Training in the Comment field below
 - Document all Continuing Education in the Comment field below
- Select the Next button to page forward.

■ **Manager's assessment**

Rating

Yes, Met Requirements

Comments

RN License- Active and Current

CPR and NRP- Current

Mandatory Education- eLearning, all other unit & hospital based education

Performance Review

2014-2015 Non-Exempt Performance Review 1.1

From Jun 1, 2014 to May 31, 2015



Employee: (b) (6), (b) (7)(C)

Manager: (b) (6), (b) (7)(C)

Overview

Status: Closed

Author: (b) (6), (b) (7)(C)

Step: N/A

Step Due Date: N/A

■ Final Comments

Manager's assessment
No comments entered

■ Acknowledgement Comments

Manager's assessment
No comments entered

Employee's self-assessment
No comments entered

■ Overall Summary

Manager's assessment

Overall Rating
Strong Performer

Comments

(b) (6), (b) (7)(C) is is great asset to (b) (6), (b) (7)(C) always has a positive attitude and smile on (b) (6), (b) (7)(C) face. (b) (6), (b) (7)(C) is welcoming to the families that (b) (6), (b) (7)(C) cares for and (b) (6), (b) (7)(C) peers that (b) (6), (b) (7)(C) works with. (b) (6), (b) (7)(C) enjoys working with families and tends to form close connections with those that (b) (6), (b) (7)(C) is (b) (6), (b) (7)(C) for. This connection allows the families to be at ease when they are away from (b) (6), (b) (7)(C). Thank you (b) (6), (b) (7)(C) for taking the time and energy to connect with our families.

This past year (b) (6), (b) (7)(C) has met all goals that (b) (6), (b) (7)(C) established for (b) (6), (b) (7)(C) took the advanced respiratory class, exceeded the primary commitment and has been working more frequently with higher acuity patients.

DEFINITIONS ONLY: What was Achieved - Principal Accountabilities and Competencies (INFORMATIONAL - NO RATINGS IN THIS SECTION)

Accountability: Community- Promotes a positive relationship between Sutter Health.

Community- Promotes a positive relationship between Sutter Health and the community.

Accountability: Finance - Utilizes resources to deliver quality care in a safe,

Finance - Utilizes resources to deliver quality care in a safe, efficient, and cost-effective manner.

Accountability: Growth - Actively manages patient/family plan of care throughout.

Growth - Actively manages patient/family plan of care throughout the hospitalization to achieve optimal transition and progression toward discharge for patient/family.

Accountability: People -Coordinates the activities of the health care team in a

People -Coordinates the activities of the health care team in a professional manner according to the Standards of Excellence promoting a positive work environment.

Accountability: Quality- Provides optimal care to patients' and family which is

Quality- Provides optimal care to patients' and family which is collaborative, evidence based and meets national/ facility standards to achieve the best possible outcome.

Accountability: Service - Cares for patient/family according to the Sutter Difference.

Service - Cares for patient/family according to the Sutter Difference Standards and activities ensuring the best patient/ family experience.

Competency: Age Specific Care - General - Level 1

Uses age-specific developmental principles when providing care and other health related services for patients.

- 1.01: Identifies the physical and developmental age of population to whom care is being provided.
- 1.02: Identifies the physical, intellectual, and developmental characteristics of the population to whom care is being provided.
- 1.03: Recognizes suspected abuse or neglect and reports appropriately.
- 1.04: Provides a safe environment based on patient's age and developmental level.
- 1.05: Implements care, interventions and/or work procedures required, based on the patient's age and developmental level.
- 1.06: Involves family in care as patient's age, developmental level and wishes dictate.
- 1.07: Utilizes techniques to de-stress patient from treatment/hospitalization as appropriate for patient's age and developmental level.
- 1.08: Assesses pain using age-specific indicators.
- 1.09: Identifies developmental and social needs of patient at appropriate age levels.

Competency: Clinical Management of Patients (Licensed Professionals) - Level 2

Demonstrates safety, proficiency, consideration for patients developmental, physical, emotional, spiritual, cultural and cognitive level as well as knowledge of technical functions required in the accomplishment of patient care activities, including: all types of patient care equipment, medication administration, IV management, including administration of blood/blood products, specimen collection, mobility/immobility issues, and computerized cl

- 1.01: Understands indications for patient therapy and/or procedural intervention.
- 1.02: Implements appropriate patient care interventions as directed within scope of practice.
- 1.03: Demonstrates proficiency in equipment set-up, operation and troubleshooting appropriate to the patient population.
- 1.04: Recognizes abnormal findings and takes appropriate actions.
- 1.05: Gathers clinical data according to patient care standards.
- 1.06: Reinforces patient and family education.
- 1.07: Ensures patient safety.
- 1.08: Mentors peers related to patient therapy and/or procedural intervention.
- 2.01: Interprets and decides upon care priorities in emergent situations.
- 2.02: Recognizes and understands indications for patient therapy and/or procedural intervention.
- 2.03: Coordinates the care of the patient therapy.
- 2.04: Manages patients according to best practices including CMS Core Measures, JCAHO Standards, Patient Safety Goals and Sutter Clinical Initiatives.
- 2.05: Recognizes potential complications and implements appropriate interventions.
- 2.06: Educates patient and family regarding disease process and overall management.
- 2.07: Prepares patient and family regarding purpose of the indicated therapy and/or procedural intervention.
- 2.08: Works with patient and family to receive input and answer questions.

Competency: Code Blue - Level 2

Uses the protocols and procedures for cardiopulmonary resuscitation.

- 1.01: Recognizes emergency and intervenes.
- 1.02: Activates facility code blue response.
- 1.03: Uses basic life support techniques to provide immediate resuscitation until team arrives.
- 1.04: Provides coverage for others participating in situation.
- 2.01: Controls the emergent environment.
- 2.02: Provides problem solving during emergency situation.
- 2.03: Monitors adherence to Basic Life Support (BLS) guidelines in resuscitation efforts.
- 2.04: Assures support of family and patient during BLS phase of code blue.
- 2.05: Handles medications, documentation; assists with procedures.
- 2.06: Recognizes changes in patient condition prior to deterioration into code event, assesses changes and seeks interventions to prevent deterioration.
- 2.07: Establishes line placement.

Competency: Cultural Competence/Diversity - Level 1

Applies knowledge of practices and behaviors governing culturally appropriate interactions with all individuals encountered in the work environment. These can be clinical or non-clinical in nature.

- 1.01: Uses appropriate resources to address language/communication barriers.
- 1.02: Treats all employees, medical staff members, patients, visitors and customers with respect, dignity and fairness.
- 1.03: Participates in Cultural Competence and Diversity trainings as assigned.
- 1.04: Aligns individual behavior with organizational diversity and cultural competence values.
- 1.05: Performs job specific competencies in a culturally sensitive manner.

1.06: Holds self and peers accountable to uphold the Standards of Behavior/Performance/ Excellence regardless of race ethnicity, culture, religious affiliation, disability, socioeconomic background, education, sexual orientation, marital status, gender, age or position.

1.07: Demonstrates awareness of and complies with applicable laws, rules and regulations related to cultural differences.

1.08: Supports an inclusive work environment by actively discouraging negative stereotypes, including but not limited to cultural, racial, religious, age, disability, socioeconomic, educational, sexual orientation, marital status, or gender.

Select the Next button to page forward.

Competency: Emergency Management and Disaster Response - Level 1

Participates in the mitigation, preparedness, response, and recovery activities regarding the management of emergencies.

1.01: Demonstrates awareness of emergency codes.

1.02: Able to state personal role during an emergency event.

1.03: Able to state department's role during an event.

1.04: Demonstrates awareness of the incident command system used for emergency events.

1.05: States the five (5) functional Incident Command System (ICS or HICS) groups and their functions.

1.06: ICS / HICS: Specifies the chain of command to obtain supplies and equipment.

1.07: Able to recognize a Haz Mat event (incl. Chemical and Bio Terrorism).

1.08: Demonstrates knowledge to keep self safe (S) in the event of a Haz Mat event.

1.09: Haz Mat: Knows how to isolate the patient or area (I) in case of a Haz Mat event.

1.10: Haz Mat: Knows which notifications to make (N).

1.11: Participates in emergency management drills / events.

Select the Next button to page forward.

Competency: Equipment and Supplies - Level 1

Applies knowledge of technologies, equipment, and supplies. These can be medical or non-medical in nature.

1.01: Identifies major types of technologies, equipment, and supplies used within the service/care function.

1.02: Identifies safety considerations and procedures for operators and patients.

1.03: Resolves basic equipment problems or malfunctions.

1.04: Operates the particular technology, equipment, or supply, and produces relevant reports or output.

1.05: Discusses operational issues and considerations for the specific technology, equipment, or supply.

1.06: Cognizant of the basic technical infrastructure in the local environment.

1.07: Cleans equipment as specified by department standards.

Competency: Health Information Management - Level 1

Ability to document, maintain and process patient information within current legal requirements and privacy laws.

1.01: Maintains and enforces patient confidentiality and privacy laws, policies and procedures.

1.02: Identifies the steps in initial setup and maintenance of documentation process.

1.03: Works with an automated health information application.

1.04: Delineates and complies with security and access control processes to protect privacy and information.

1.05: Identifies common types of information maintained on patients.

1.07: Describes and complies with organization's health information management procedures and policies.

1.08: Locates published guidelines and other sources of information on health information keeping. May participate in charge capture, coding and/or billing of procedures and/or diagnoses.

Competency: Healthcare Information Systems - Level 1

Utilizes industry and organization applications and databases that contain medical, patient, and healthcare information.

1.01: Identifies health information system applications used within facility.

1.02: Describes the type of information maintained in systems.

1.03: Specifies key functions addressed by core applications.

1.04: Locates relevant documentation and systems support information.

1.05: Appropriately utilizes specific systems and applications as they relate to job functions.

1.06: Describes the type of information maintained in specific systems and applications.

1.07: Defines roles and responsibilities of users, administrators, and systems support staff.

Select the Next button to page forward.

Competency: Implementation of the Nursing Process - Level 1

Assesses, plans, coordinates, implements and evaluates nursing care appropriate to the developmental, physical, cultural, emotional, spiritual and cognitive abilities of the patient.

- 1.01: Determines assessment priorities and initiates thorough or focal assessment based on needs, age, developmental and cognitive level of patient.
- 1.02: Ensures that assessments and reassessments are performed according to facility standards and patient needs.
- 1.03: Takes appropriate action when assessment reveals deviations from patient norm, unusual or life-threatening findings.
- 1.04: Completes the health history with the patient and/or family.
- 1.05: Utilizes gathered data to plan, deliver and evaluate care.
- 1.06: Develops and implements patient plan of care in partnership with the patient and family.
- 1.07: Performs nursing interventions directly or through delegation and evaluates patient response.
- 1.08: Makes appropriate nursing judgments based on assessment and reassessment data.
- 1.09: Evaluates actual outcomes against goals and updates plans of care based on patient progress.
- 1.10: Identifies the patients discharge planning needs and initiates appropriate referrals.
- 1.11: Documents thoroughly and accurately in the patient record according to facility standards.

Competency: Infection Control - Level 2

Utilizes knowledge of patient safety and error prevention and applies appropriate processes and procedures to minimize the spread of infection and disease.

- 1.01: Demonstrates awareness of and applies standard (universal) precautions consistently, and encourages others do to so.
- 1.02: Understands and adheres to facility policies, procedures, and standards regarding infection prevention and control.
- 1.03: Consistently complies with facility policy on transmission-based precautions.
- 2.01: Educates peers and/or patients and families regarding prevention and control of infection.
- 2.02: Demonstrates knowledge of infections and methods to reduce risk of transmission.
- 2.03: May work with Infection Control to establish policies and procedures to reduce the risk of transmission.

Competency: Information Management - Level 1

Ability to manage the flow and content of information following standard procedure.

- 1.01: Generates and reviews information (e.g. reports, results, films, correspondence), recognizes problems and appropriately escalates.
- 1.02: Uses the appropriate mode (e.g. phone, fax, mail, electronic) to disseminate a variety of information to the appropriate party.
- 1.03: Receives a variety of information from internal/external sources, reviews and takes appropriate action.
- 1.04: Receives requests for information and follows established protocol to respond appropriately.
- 1.05: Stores information, documents and records according to standard procedures.
- 1.06: Accurately retrieves and/or compiles data or information upon request, within established timeframes.
- 1.07: May enter information to capture charges for tests, products and/or services.

Competency: Licensing and Accreditation - Level 1

Applies knowledge and understanding of legislation and regulatory bodies to healthcare practices.

- 1.01: Summarizes the laws governing privacy and patient rights.
- 1.02: Adheres to work-related aspects covered by legal, regulatory and accreditation standards and policies.
- 1.03: Implements and monitors adherence to a specific aspect of legislation.
- 1.04: Identifies a specific healthcare policy and relates it to the specific law or regulation.
- 1.05: Recognizes situations or conditions with potential legal, regulatory and accreditation non-compliance and escalates appropriately through the chain of command.
- 1.06: Identifies major federal and state legislation, industry regulatory bodies and accreditation bodies.
- 1.07: Locates additional information regarding relevant legal issues.

Select the Next button to page forward.

Competency: Pain Management - Level 2

Provide for effective pain management appropriate to the developmental, physical, emotional, spiritual, cultural and cognitive abilities and facility Standards.

- 1.01: Utilizes appropriate pain scales.

- 1.02: Documents pain scores, patient history related to pain management, effective alternatives, and any barriers to effective pain management.
- 1.03: Follows basic pharmacological pain management principles.
- 1.04: Utilizes non-pharmacological approaches to pain management.
- 1.05: Recognizes and responds to side effects of pharmacological pain management.
- 1.06: Initiates and monitors the immediate care of patients in pain.
- 1.07: Documents nursing interventions and patient's response to pain on appropriate form.
- 1.08: Reinforces patient and family education on pain management, importance of reporting pain and harmful effects of uncontrolled pain.
- 2.01: Assesses pain on admission and reassesses at appropriate intervals.
- 2.02: Uses knowledge of patient history and barriers to effective pain management in assessing and reassessing patient pain.
- 2.03: Develops non-pharmacologic approaches to pain when appropriate.
- 2.04: Identifies barriers to pain management and intervenes to improve outcomes.
- 2.05: Educates patient and family on pain management, importance of reporting pain and harmful effects of uncontrolled pain.
- 2.06: Assures pain management needs are addressed in discharge plan.
- 2.07: Coordinates pain management to optimize patient activities and therapies.
- 2.08: Utilizes evidence based practice to promote pain management.
- 2.09: Promotes pain management as a patient right.

Competency: Patient Rights - Level 1

Demonstrates knowledge of principles and practices associated with the rights and responsibilities of patients and caregivers.

- 1.01: Locates policies on patient rights, informed consent and advance directives, as applicable to role and scope of responsibilities.
- 1.02: Applies key areas covered under patient rights to role and scope of responsibilities.
- 1.03: For those employees working in the acute care setting, demonstrates knowledge of patient rights, informed consent, and advanced directives.

Select the Next button to page forward.

Competency: Patient and Family Centered Care - Level 1

Demonstrates knowledge of and applies principles and practices associated with patient and family centered care.

- 1.01: Is able to define the Sutter Health concept of family.
- 1.02: Locates the written philosophy of care.
- 1.03: Defines 8 core principles of patient and family centered care.
- 1.04: Gives example of Patient and Family centered care solutions from own area.
- 1.05: Demonstrates patient and family centered care principles whenever interacting with patients or hospital guests.
- 1.06: Able to state at least 3 benefits of practicing patient and family centered care to the organization.
- 1.07: Identifies benefits to patients and families.
- 1.08: Understands regulatory agency requirements for patient and family centered care.
- 1.09: Completes assigned trainings(s) on Patient and Family Centered Care in a timely manner.

Competency: Policy, Procedures, and Standards - Level 1

Utilizes industry standards, policies and procedures relevant to function and organization. These can be clinical or non-clinical in nature.

- 1.01: Complies with organizational and professional standards, as well as organizational and departmental policies and procedures.
- 1.02: Identifies common policies, procedures, and standards.
- 1.03: Obtains and reviews documentation and information on standards and their usage.
- 1.04: Applies policy, procedure, and standards documentation.
- 1.05: Identifies areas for improvement and provides feedback to the appropriate personnel.
- 1.06: Contributes to the development and implementation of specific procedures.
- 1.07: Describes control and monitoring mechanisms, tools and techniques.
- 1.08: Complies with appropriate abuse reporting requirements for the reporting of child, elderly, disabled, and other types of suspected abuse as applicable.

Select the Next button to page forward.

Competency: Privacy and Confidentiality - Level 1

Complies with privacy and confidentiality rules, policies, and procedures, including applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA).

- 1.01: Names publications, places or a local resource to refer to for policy and procedure relating to privacy and confidentiality.
- 1.02: Adheres to all aspects of privacy and confidentiality laws, regulations and policies.
- 1.03: Relates implications of privacy laws and regulations to own function.

Select the Next button to page forward.

Competency: Professional Practice - Level 2

Demonstrates role competency by utilizing critical thinking, professional judgement, teamwork and effective communication within scope of practice.

- 1.01: Collaborates with peers and supervisors to assure patient needs are met.
- 1.02: Provides input for patient rounds by communicating patient clinical status, care goals/problems and plans with team.
- 1.03: Communicates a concise, organized and thorough report.
- 1.04: Performs responsibilities to extent of license/certification and job description.
- 1.05: Seeks out educational opportunities/experiences to continually update practice.
- 2.01: Collaborates with peers and supervisors to assure patient and unit needs are met.
- 2.02: Offers assistance to others to assure patient and unit needs are met.
- 2.03: Participates in patient rounds by leading discussions regarding their patients' clinical status, care goals/problems and plans with team.
- 2.04: Communicates a concise, organized and thorough report with caregivers when patient hand offs occur including: anticipated changes, plan of care, short and long term goals, discharge and educational needs.
- 2.05: Assesses need for unit resources, support and assistance, and actively participates for resolution.
- 2.06: Delegates to other care providers to facilitate meeting patients' needs in a timely manner with follow-up to assure desired results.
- 2.07: Seeks out physicians for professional consultation and collaboration to discuss patient care issues.
- 2.08: Functions as a resource/role model for departmental and organizational standards and policies and procedures.
- 2.09: Utilizes the Chain of Command, Rapid Response Team and other resources to assure patient safety.
- 2.10: Communicates any adverse event with supervisor to manage risk to hospital.

Competency: Quality Assurance - Level 1

Demonstrates knowledge and individual behaviors that are aligned with assuring organizational quality.

- 1.01: Recognizes and appropriately reports/escalates deviations, problems, unusual occurrences and unexpected outcomes.
- 1.02: Can describe the organization's approach to performance improvement.
- 1.03: Effectively completes tasks related to quality control and/or process control.
- 1.04: Can describe and, works within, scope of practice and/or position, exercising the appropriate level of authority and responsibility.
- 1.05: Effectively communicates to ensure quality of service, products and/or care.
- 1.06: Effectively organizes, coordinates and prioritizes work to ensure quality of service, products and/or care.

Select the Next button to page forward.

Competency: Safety / Environment of Care - Level 1

Provides a safe work environment to prevent injury to self, patients, visitors, and other workforce members.

- 1.01: Wears Photo I.D. badge in accordance with dress code.
- 1.02: Identifies and reports safety hazards and/or violations, and protects the environment and patient until the situation is resolved.
- 1.03: Removes unsafe equipment from use according to policy.
- 1.04: Reports to appropriate staff any furniture that appears to be in need of repair.
- 1.05: Stores supplies, machines and equipment in their proper places.
- 1.06: Constantly observes working environment for hazards.
- 1.07: Reports immediately all close calls, accidents, and occurrences for patients, visitors and staff.
- 1.08: Uses sound judgment that promotes safety in individual situations.
- 1.09: Observes no smoking policies.
- 1.10: Reduces the risk of patient harm resulting from falls when in a patient care environment.
- 1.11: Reports or cleans spills immediately according to guidelines.
- 1.12: Understands and applies standard safety acronyms and related procedures.
- 1.13: Participates in all mandated environmental safety programs.

- 1.14: Completes assigned safety trainings in a timely fashion.
- 1.15: Reminds others of the importance of a safe environment.
- 1.16: Demonstrates awareness of risk and seeks risk reduction in own work area.
- 1.17: When working with patients, correctly identifies patient with at least two patient identifiers.

Select the Next button to page forward.

Competency: Service and Satisfaction - Level 1

Applies knowledge of practices, behaviors, applicable laws, rules and regulations governing proper conduct.

- 1.01: Complies with ethics as explained in the Sutter Health Standards for Business Conduct.
- 1.02: Adheres to all components of entity-specific Standards of Behavior/Performance/Excellence.
- 1.03: Identifies potential areas of risk and reports them appropriately.
- 1.04: Demonstrates commitment to excellence.
- 1.05: Treats all employees, medical staff members, patients, visitors and customers with respect, dignity and fairness.
- 1.06: Participates in customer (e.g., physician, patient) service efforts, contributing to high customer satisfaction.
- 1.07: Holds self and peers accountable to uphold the Standards of Behavior/Performance/Excellence.
- 1.08: Aligns individual behavior with organizational goals and values.

Select the Next button to page forward.

Principal Accountabilities Rating

Overall Principal Accountabilities Rating

Please choose the rating which best describes the performance in regards to Principal Accountabilities and then select the Next button to page forward to the next section.

■ Manager's assessment

Rating

Strong Performer

Comments

2014 – 2015 Principle Accountability Metrics

Finance: Exceeds Expectations-15% Weight: Unit Based

☐ Exceeds expectations- To improve the appropriate use of resources and supplies. (GOAL: To meet or reduce supply costs in the care of our patients. This will be measured in summing up the actual expenses versus flex budget on department budget for 2014-15 budgets)

People: Exceeds Expectations- 15% Weight: Unit Based

☐ Exceeds Expectations- Improve our teamwork among departments to improve patient care. (GOAL: This teamwork will be measured by attendance at staff meetings during the coming year from July 2014 – December 2014.)

Quality: Strong Performer- 30% Weight: CLABSI (50%) and BMQI (50%)

☐ Growth needed- Improvement in NICU CLABSI rates.

(0 YTD 2013-2014; 5 YTD 2014-2015)

☐ Exceeds Expectations- Improvement in % of babies <1500gms discharged receiving mother's breast milk.

(2013-2014= 67%; 2014-2015=67%)

Growth: Exceeds Expectations- 20% Weight: Unit Based (50%) and Hospital Based (50%)

☐ Exceeds Expectation- Time of discharge will be 1pm for the majority of our patients (75%). Daily audits will be performed. (2014-2015= 74 %, 2013-2014=75% of discharges at 1pm)

☐ Role Model- Our partnership with our service lines is what defines SMCS as a referral hospital with specialized care across California and the nation. Key to this is the national recognition through the various certifications for care excellence in patient disease populations.

Service = Strong Performer- 20% weight: Hospital (50%) and Unit (50%)

To ensure our patient's experience is complete- reflecting not only our clinical expertise but our compassion and caring.

☐ Growth Needed - Overall Inpatient Patient Satisfaction Scores measured by HCAHPS. (5 to 7 service area domains at National Achievement Threshold)

☐ Exceeds Expectations

NICU Partnership Council Goals- NICU Patient Satisfaction Scores

1) Maintain and/or improve restfulness of NICU setting

2) Improve Responsiveness domain by improving the "emotional needs" of the family

Community: N/A (Measured in Personal Metrics)

Overall Rating: Strong Performer

Overall Letter Rating for Principal

R= 3.75-4.0 E

3.1
E=3.25-3.74
S=2.5-3.24
G= 2.49-1.5
I=1.49 OR LESS

Competencies Rating

Overall Competencies Rating

1. Choose the rating which best describes whether or not all competencies were met.
2. Use the comment field if the required proficiency level was not met, or if this particular employee's role requires a higher level of proficiency.
3. Indicate the Type of Patient Care Provided in the Additional Information section under the Comments area below.
4. When done, select the Next button to page to the next section.

■ Manager's assessment

Rating

All Competencies Met/New Comp Not Met - No deduction

Comments

No comments entered

Performance Goals (if applicable)

Performance Goals Rating (if applicable)

It is not mandatory for Non-Exempt employees to use the Goal plan; however, if the employee being evaluated had goals in their plan, select a rating which best reflects the extent to which those goals have or have not been achieved.

1. To view the employee's goal plan, save the review, click the drop down arrow in the Module section above and choose Goal Plan.
2. If the goal plan was not used, click the box next to Not Applicable. When done, select the Next button to page to the next section.

■ Manager's assessment

Rating

Not Applicable

Comments

No comments entered

How Results Were Achieved

Excellence & Quality

- Demonstrates ability to assess a situation, consider options and choose an appropriate course of action. Utilizes appropriate resources to effectively resolve the issue.
- Proactively identifies vs. reacts to problems/issues.
- When appropriate, seeks guidance and direction to complete tasks, including asking appropriate questions and seeking needed clarification.
- Consistently produces error free work with appropriate level of supervision, even when quantity increases.
- Identifies new/different ways to improve upon how things are done and takes appropriate action to make it happen.
- Actively participates in quality improvement initiatives/activities in unit/department/entity, including bringing out of date policies and procedures to supervisor's attention.
- Communicates with others (both internal and external) in a positive and effective manner.
- Meets timelines and deadlines, effectively balancing priorities even in the face of high volume or emergency situations.

Select the Next button to page forward.

■ Manager's assessment

Rating

Exceeds Expectations

Comments

Member of partnership council since (b) (6), (b) (7)(C) 2014 and holds the role of (b) (6), (b) (7)(C)

Participated on the ANM interview panel.

Compassion & Caring

- Demonstrates excellent customer service skills, including handling customer needs in a competent and knowledgeable manner, responding promptly to needs and questions.
 - Takes personal ownership of issues (e.g. Customer Service, Operational), seeing them through to resolution. Solves the problem or takes it to appropriate person for resolution.
 - Demonstrates appropriate work behaviors that are sensitive to the work environment, including talking softly in patient care and support areas and acknowledging patients/visitors promptly.
 - Demonstrates professionalism when faced with situations requiring conflict resolution (includes other Sutter employees/departments, MDs, patients, patient family, visitors, etc.) - listens to problem/issue, responds calmly and positively, and seeks to resolve situation in non-defensive manner.
- Select the Next button to page forward.

■ Manager's assessment

Rating

Exceeds Expectations

Comments

(b) (6), (b) (7)(C) maintains a positive attitude in most situation and always has smile on (b) (6), (b) (7)(C) face. (b) (6), (b) (7)(C) greets families as well as peer with a welcoming smile. (b) (6), (b) (7)(C) is a strong supporter of "family centered care" and works diligently to not only provide this type of care to (b) (6), (b) (7)(C) patients and their families, but also to change the culture of others in our unit. (b) (6), (b) (7)(C) provides very good care to (b) (6), (b) (7)(C) patients and their families.

(b) (6), (b) (7)(C) exceeded the primary expectations for 2014-2015. (b) (6), (b) (7)(C) was (b) (6), (b) (7)(C)

The primary expectation for 2015-2016 is 3 primaries: 1 long term and 2 short term.

(b) (6), (b) (7)(C) received positive feedback from those that (b) (6), (b) (7)(C) was (b) (6), (b) (7)(C) for as well as one of our doctors.

Honesty & Integrity

- Protects confidential information including patient, organization, and employee information. Does not discuss confidential information with or in front of anyone - including other employees, patients, friends, family, business or social acquaintances, customers, suppliers or others - unless appropriate procedures to release information have been followed or the individual is in a recognized "need to know" role.
 - Recognizes and takes accountability for personal actions or inaction. Fully tells/discloses information to appropriate individuals.
 - Appropriately creates and/or handles documents and records, maintaining the integrity of information and confidentiality.
- Select the Next button to page forward.

■ Manager's assessment

Rating

Strong Performer

Comments

No comments entered

Teamwork

- Willingly accepts work direction from supervisor and appropriate team members.
- Supports new processes, procedures, other changes in work methods.
- Maintains positive and cooperative relationships within own work team and all other departments, shifts, and other Sutter Health entities. Positively interacts with others with different skills, abilities, and backgrounds.
- Seeks others' ideas and opinions.
- Notices when other employees are under pressure to complete work or are experiencing other difficulties and offers to lend a hand to help them.
- Amount of work completed meets or exceeds job standards. Consistently carries fair share of the work.

- Demonstrates flexibility: Willingly accepts work assignments that are not primary accountabilities; willingly takes on extra work; is flexible with work location, department, unit, shift assignment and necessary changes in processes and workflow.
 - Exhibits flexibility to changing conditions and workflows. Understands and accepts that sometimes change results in more work or relearning of processes, procedures and work methods.
 - Proactively seeks training and development to learn new technology/equipment/techniques, etc.
 - Cross-trains and/or shares acquired knowledge, skills, techniques, etc. with peers to strengthen the team.
 - Stays current regarding employee communications and organization/facility/department issues.
 - Demonstrates effective time management skills, including attending to personal business on own time.
 - Does not let personal issues disrupt work environment.
- Select the Next button to page forward.

■ Manager's assessment

Rating

Exceeds Expectations

Comments

(b) (6), (b) (7)(C) willingly accepts work direction from supervisor and appropriate team members. Supports new processes, procedures, other changes in work methods. (b) (6), (b) (7)(C) notices when other employees are under pressure to complete work or are experiencing other difficulties and offers to lend a hand to help them.

(b) (6), (b) (7)(C) was recognized by one of our recent new hires for being especially helpful or supportive.

(b) (6), (b) (7)(C) has shown to be extremely flexible with scheduling needs and has more than once floated (b) (6), (b) (7)(C) to help our their unit.

Community

- Positively represents and supports the organization when talking to others within the organization (including within the department/entity and among other employees) and to others, such as vendors, patients, guests, and visitors.
- Supports our not-for-profit mission and the community benefit programs, services and activities sponsored by the organization.

Select the Next button to page forward.

■ Manager's assessment

Rating

Strong Performer

Comments

(b) (6), (b) (7)(C) volunteers at Loaves and Fishes twice this past year. (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) family also made stockings for the homeless.

Universal Requirements

Universal Requirements

Review the Universal Requirements below and rate whether or not they were met. If a requirement was not met please document in the Comment field below along with any Required Licensure and Continuing Education information.

- New Employee Requirements (if applicable), including General/Department Orientation and Completion of all New Hire Requirements
 - Completes annual Purified Protein Derivative (PPD) Testing (if applicable)
 - Environment of Care (Safety) Training (if applicable), including: Injury/Illness Prevention; Electrical Safety; Fire Procedures; Infection Control/Exposure Control; Hazard Communication; Disaster & Emergency Procedures; Hazardous Waste Disposal
 - Actively demonstrates and adheres to service excellence/Sutter Difference Standards
 - Completes Standards of Business Conduct/Compliance Training
 - Records time in accordance with the Policy
 - Complies with Attendance Policy
 - Complies with Dress Code
 - Maintains a working knowledge of and adheres to organization, department and professional standards, policies, procedures and protocols
 - List any Required Licensure, Certification and/or Registration and Other Position/Department Specific Required Training in the Comment field below
 - Document all Continuing Education in the Comment field below
- Select the Next button to page forward.

■ Manager's assessment

Rating

Yes, Met Requirements

Comments

Universal Requirements

RN License- Active and Current

CPR and NRP- Current

Mandatory Education- eLearning, all other unit & hospital based education

(b) (6), (b) understands the importance of maintaining a percentage of unscheduled absences less than 3.2%.

Performance Review

2015-2016 Non-Exempt Performance Review 1 1

From Jun 1, 2015 to May 31, 2016



Employee: (b) (6), (b) (7)(C)

Manager: (b) (6), (b) (7)(C)

Overview

Status: Closed

Step: N/A

Step Due Date: N/A

Author: (b) (6), (b) (7)(C)

Final Comments

Manager's assessment
No comments entered

Acknowledgement Comments

Manager's assessment
No comments entered

Employee's self-assessment
No comments entered

Overall Summary

Manager's assessment

Overall Rating

Exceeds Expectations

Comments

(b) (6), (b) (7)(C) is a tremendous asset in (b) (6), (b) (7)(C) always exhibits a positive attitude and is willing to help out (b) (6), (b) (7)(C) peers when needed. (b) (6), (b) (7)(C) always has a smile on (b) (6), (b) (7)(C) face and is welcoming to parents and family members. (b) (6), (b) (7)(C) demonstrates a strong work ethic and a desire to make this unit a great place to work. (b) (6), (b) (7)(C) is dedicated to the education of new hires and is a valuable member of the preceptor team. (b) (6), (b) (7)(C) is a caring and compassionate nurse. (b) (6), (b) (7)(C) communicates effectively and professionally with families, staff and management. Thank you (b) (6), (b) (7)(C) for your positive attitude and your commitment to providing great care to our families!

DEFINITIONS ONLY: What was Achieved - Principal Accountabilities and Competencies (INFORMATIONAL - NO RATINGS IN THIS SECTION)

Accountability: Community- Promotes a positive relationship between Sutter Health.

Community- Promotes a positive relationship between Sutter Health and the community.

Accountability: Finance - Utilizes resources to deliver quality care in a safe,

Finance - Utilizes resources to deliver quality care in a safe, efficient, and cost-effective manner.

Accountability: Growth - Actively manages patient/family plan of care throughout.

Growth - Actively manages patient/family plan of care throughout the hospitalization to achieve optimal transition and progression toward discharge for patient/family.

Accountability: People -Coordinates the activities of the health care team in a

People -Coordinates the activities of the health care team in a professional manner according to the Standards of Excellence promoting a positive work environment.

Accountability: Quality- Provides optimal care to patients' and family which is

Quality- Provides optimal care to patients' and family which is collaborative, evidence based and meets national/facility standards to achieve the best possible outcome.

Accountability: Service - Cares for patient/family according to the Sutter Difference.

Service - Cares for patient/family according to the Sutter Difference Standards and activities ensuring the best patient/family experience.

Competency: Age Specific Care - General - Level 1

Uses age-specific developmental principles when providing care and other health related services for patients.

1.01: Identifies the physical and developmental age of population to whom care is being provided.

- 1.02: Identifies the physical, intellectual, and developmental characteristics of the population to whom care is being provided.
- 1.03: Recognizes suspected abuse or neglect and reports appropriately.
- 1.04: Provides a safe environment based on patient's age and developmental level.
- 1.05: Implements care, interventions and/or work procedures required, based on the patient's age and developmental level.
- 1.06: Involves family in care as patient's age, developmental level and wishes dictate.
- 1.07: Utilizes techniques to de-stress patient from treatment/hospitalization as appropriate for patient's age and developmental level.
- 1.08: Assesses pain using age-specific indicators.
- 1.09: Identifies developmental and social needs of patient at appropriate age levels.

Competency: Clinical Management of Patients (Licensed Professionals) - Level 2

Demonstrates safety, proficiency, consideration for patients developmental, physical, emotional, spiritual, cultural and cognitive level as well as knowledge of technical functions required in the accomplishment of patient care activities, including: all types of patient care equipment, medication administration, IV management, including administration of blood/blood products, specimen collection, mobility/immobility issues, and computerized cl

- 1.01: Understands indications for patient therapy and/or procedural intervention.
- 1.02: Implements appropriate patient care interventions as directed within scope of practice.
- 1.03: Demonstrates proficiency in equipment set-up, operation and troubleshooting appropriate to the patient population.
- 1.04: Recognizes abnormal findings and takes appropriate actions.
- 1.05: Gathers clinical data according to patient care standards.
- 1.06: Reinforces patient and family education.
- 1.07: Ensures patient safety.
- 1.08: Mentors peers related to patient therapy and/or procedural intervention.
- 2.01: Interprets and decides upon care priorities in emergent situations.
- 2.02: Recognizes and understands indications for patient therapy and/or procedural intervention.
- 2.03: Coordinates the care of the patient therapy.
- 2.04: Manages patients according to best practices including CMS Core Measures, JCAHO Standards, Patient Safety Goals and Sutter Clinical Initiatives.
- 2.05: Recognizes potential complications and implements appropriate interventions.
- 2.06: Educates patient and family regarding disease process and overall management.
- 2.07: Prepares patient and family regarding purpose of the indicated therapy and/or procedural intervention.
- 2.08: Works with patient and family to receive input and answer questions.

Competency: Code Blue - Level 2

Uses the protocols and procedures for cardiopulmonary resuscitation.

- 1.01: Recognizes emergency and intervenes.
- 1.02: Activates facility code blue response.
- 1.03: Uses basic life support techniques to provide immediate resuscitation until team arrives.
- 1.04: Provides coverage for others participating in situation.
- 2.01: Controls the emergent environment.
- 2.02: Provides problem solving during emergency situation.
- 2.03: Monitors adherence to Basic Life Support (BLS) guidelines in resuscitation efforts.
- 2.04: Assures support of family and patient during BLS phase of code blue.
- 2.05: Handles medications, documentation; assists with procedures.
- 2.06: Recognizes changes in patient condition prior to deterioration into code event, assesses changes and seeks interventions to prevent deterioration.
- 2.07: Establishes line placement.

Competency: Cultural Competence/Diversity - Level 1

Applies knowledge of practices and behaviors governing culturally appropriate interactions with all individuals encountered in the work environment. These can be clinical or non-clinical in nature.

- 1.01: Uses appropriate resources to address language/communication barriers.
- 1.02: Treats all employees, medical staff members, patients, visitors and customers with respect, dignity and fairness.
- 1.03: Participates in Cultural Competence and Diversity trainings as assigned.
- 1.04: Aligns individual behavior with organizational diversity and cultural competence values.
- 1.05: Performs job specific competencies in a culturally sensitive manner.

- 1.06: Holds self and peers accountable to uphold the Standards of Behavior/Performance/ Excellence regardless of race ethnicity, culture, religious affiliation, disability, socioeconomic background, education, sexual orientation, marital status, gender, age or position.
- 1.07: Demonstrates awareness of and complies with applicable laws, rules and regulations related to cultural differences.
- 1.08: Supports an inclusive work environment by actively discouraging negative stereotypes, including but not limited to cultural, racial, religious, age, disability, socioeconomic, educational, sexual orientation, marital status, or gender.

Select the Next button to page forward.

Competency: Emergency Management and Disaster Response - Level 1

Participates in the mitigation, preparedness, response, and recovery activities regarding the management of emergencies.

- 1.01: Demonstrates awareness of emergency codes.
- 1.02: Able to state personal role during an emergency event.
- 1.03: Able to state department's role during an event.
- 1.04: Demonstrates awareness of the incident command system used for emergency events.
- 1.05: States the five (5) functional Incident Command System (ICS or HICS) groups and their functions.
- 1.06: ICS / HICS: Specifies the chain of command to obtain supplies and equipment.
- 1.07: Able to recognize a Haz Mat event (incl. Chemical and Bio Terrorism).
- 1.08: Demonstrates knowledge to keep self safe (S) in the event of a Haz Mat event.
- 1.09: Haz Mat: Knows how to isolate the patient or area (I) in case of a Haz Mat event.
- 1.10: Haz Mat: Knows which notifications to make (N).
- 1.11: Participates in emergency management drills / events.

Select the Next button to page forward.

Competency: Equipment and Supplies - Level 1

Applies knowledge of technologies, equipment, and supplies. These can be medical or non-medical in nature.

- 1.01: Identifies major types of technologies, equipment, and supplies used within the service/care function.
- 1.02: Identifies safety considerations and procedures for operators and patients.
- 1.03: Resolves basic equipment problems or malfunctions.
- 1.04: Operates the particular technology, equipment, or supply, and produces relevant reports or output.
- 1.05: Discusses operational issues and considerations for the specific technology, equipment, or supply.
- 1.06: Cognizant of the basic technical infrastructure in the local environment.
- 1.07: Cleans equipment as specified by department standards.

Competency: Health Information Management - Level 1

Ability to document, maintain and process patient information within current legal requirements and privacy laws.

- 1.01: Maintains and enforces patient confidentiality and privacy laws, policies and procedures.
- 1.02: Identifies the steps in initial setup and maintenance of documentation process.
- 1.03: Works with an automated health information application.
- 1.04: Delineates and complies with security and access control processes to protect privacy and information.
- 1.05: Identifies common types of information maintained on patients.
- 1.07: Describes and complies with organization's health information management procedures and policies.
- 1.08: Locates published guidelines and other sources of information on health information keeping. May participate in charge capture, coding and/or billing of procedures and/or diagnoses.

Competency: Healthcare Information Systems - Level 1

Utilizes industry and organization applications and databases that contain medical, patient, and healthcare information.

- 1.01: Identifies health information system applications used within facility.
- 1.02: Describes the type of information maintained in systems.
- 1.03: Specifies key functions addressed by core applications.
- 1.04: Locates relevant documentation and systems support information.
- 1.05: Appropriately utilizes specific systems and applications as they relate to job functions.
- 1.06: Describes the type of information maintained in specific systems and applications.
- 1.07: Defines roles and responsibilities of users, administrators, and systems support staff.

Select the Next button to page forward.

Competency: Implementation of the Nursing Process - Level 1

Assesses, plans, coordinates, implements and evaluates nursing care appropriate to the developmental, physical, cultural, emotional, spiritual and cognitive abilities of the patient.

- 1.01: Determines assessment priorities and initiates thorough or focal assessment based on needs, age, developmental and cognitive level of patient.
- 1.02: Ensures that assessments and reassessments are performed according to facility standards and patient needs.
- 1.03: Takes appropriate action when assessment reveals deviations from patient norm, unusual or life-threatening findings.
- 1.04: Completes the health history with the patient and/or family.
- 1.05: Utilizes gathered data to plan, deliver and evaluate care.
- 1.06: Develops and implements patient plan of care in partnership with the patient and family.
- 1.07: Performs nursing interventions directly or through delegation and evaluates patient response.
- 1.08: Makes appropriate nursing judgments based on assessment and reassessment data.
- 1.09: Evaluates actual outcomes against goals and updates plans of care based on patient progress.
- 1.10: Identifies the patients discharge planning needs and initiates appropriate referrals.
- 1.11: Documents thoroughly and accurately in the patient record according to facility standards.

Competency: Infection Control - Level 2

Utilizes knowledge of patient safety and error prevention and applies appropriate processes and procedures to minimize the spread of infection and disease.

- 1.01: Demonstrates awareness of and applies standard (universal) precautions consistently, and encourages others do to so.
- 1.02: Understands and adheres to facility policies, procedures, and standards regarding infection prevention and control.
- 1.03: Consistently complies with facility policy on transmission-based precautions.
- 2.01: Educates peers and/or patients and families regarding prevention and control of infection.
- 2.02: Demonstrates knowledge of infections and methods to reduce risk of transmission.
- 2.03: May work with Infection Control to establish policies and procedures to reduce the risk of transmission.

Competency: Information Management - Level 1

Ability to manage the flow and content of information following standard procedure.

- 1.01: Generates and reviews information (e.g. reports, results, films, correspondence), recognizes problems and appropriately escalates.
- 1.02: Uses the appropriate mode (e.g. phone, fax, mail, electronic) to disseminate a variety of information to the appropriate party.
- 1.03: Receives a variety of information from internal/external sources, reviews and takes appropriate action.
- 1.04: Receives requests for information and follows established protocol to respond appropriately.
- 1.05: Stores information, documents and records according to standard procedures.
- 1.06: Accurately retrieves and/or compiles data or information upon request, within established timeframes.
- 1.07: May enter information to capture charges for tests, products and/or services.

Competency: Licensing and Accreditation - Level 1

Applies knowledge and understanding of legislation and regulatory bodies to healthcare practices.

- 1.01: Summarizes the laws governing privacy and patient rights.
- 1.02: Adheres to work-related aspects covered by legal, regulatory and accreditation standards and policies.
- 1.03: Implements and monitors adherence to a specific aspect of legislation.
- 1.04: Identifies a specific healthcare policy and relates it to the specific law or regulation.
- 1.05: Recognizes situations or conditions with potential legal, regulatory and accreditation non-compliance and escalates appropriately through the chain of command.
- 1.06: Identifies major federal and state legislation, industry regulatory bodies and accreditation bodies.
- 1.07: Locates additional information regarding relevant legal issues.

Select the Next button to page forward.

Competency: Pain Management - Level 2

Provide for effective pain management appropriate to the developmental, physical, emotional, spiritual, cultural and cognitive abilities and facility Standards.

- 1.01: Utilizes appropriate pain scales.

- 1.02: Documents pain scores, patient history related to pain management, effective alternatives, and any barriers to effective pain management.
- 1.03: Follows basic pharmacological pain management principles.
- 1.04: Utilizes non-pharmacological approaches to pain management.
- 1.05: Recognizes and responds to side effects of pharmacological pain management.
- 1.06: Initiates and monitors the immediate care of patients in pain.
- 1.07: Documents nursing interventions and patient's response to pain on appropriate form.
- 1.08: Reinforces patient and family education on pain management, importance of reporting pain and harmful effects of uncontrolled pain.

- 2.01: Assesses pain on admission and reassesses at appropriate intervals.
- 2.02: Uses knowledge of patient history and barriers to effective pain management in assessing and reassessing patient pain.
- 2.03: Develops non-pharmacologic approaches to pain when appropriate.
- 2.04: Identifies barriers to pain management and intervenes to improve outcomes.
- 2.05: Educates patient and family on pain management, importance of reporting pain and harmful effects of uncontrolled pain.
- 2.06: Assures pain management needs are addressed in discharge plan.
- 2.07: Coordinates pain management to optimize patient activities and therapies.
- 2.08: Utilizes evidence based practice to promote pain management.
- 2.09: Promotes pain management as a patient right.

Competency: Patient Rights - Level 1

Demonstrates knowledge of principles and practices associated with the rights and responsibilities of patients and caregivers.

- 1.01: Locates policies on patient rights, informed consent and advance directives, as applicable to role and scope of responsibilities.
- 1.02: Applies key areas covered under patient rights to role and scope of responsibilities.
- 1.03: For those employees working in the acute care setting, demonstrates knowledge of patient rights, informed consent, and advanced directives.

Select the Next button to page forward.

Competency: Patient and Family Centered Care - Level 1

Demonstrates knowledge of and applies principles and practices associated with patient and family centered care.

- 1.01: Is able to define the Sutter Health concept of family.
- 1.02: Locates the written philosophy of care.
- 1.03: Defines 8 core principles of patient and family centered care.
- 1.04: Gives example of Patient and Family centered care solutions from own area.
- 1.05: Demonstrates patient and family centered care principles whenever interacting with patients or hospital guests.
- 1.06: Able to state at least 3 benefits of practicing patient and family centered care to the organization.
- 1.07: Identifies benefits to patients and families.
- 1.08: Understands regulatory agency requirements for patient and family centered care.
- 1.09: Completes assigned trainings(s) on Patient and Family Centered Care in a timely manner.

Competency: Policy, Procedures, and Standards - Level 1

Utilizes industry standards, policies and procedures relevant to function and organization. These can be clinical or non-clinical in nature.

- 1.01: Complies with organizational and professional standards, as well as organizational and departmental policies and procedures.
- 1.02: Identifies common policies, procedures, and standards.
- 1.03: Obtains and reviews documentation and information on standards and their usage.
- 1.04: Applies policy, procedure, and standards documentation.
- 1.05: Identifies areas for improvement and provides feedback to the appropriate personnel.
- 1.06: Contributes to the development and implementation of specific procedures.
- 1.07: Describes control and monitoring mechanisms, tools and techniques.
- 1.08: Complies with appropriate abuse reporting requirements for the reporting of child, elderly, disabled, and other types of suspected abuse as applicable.

Select the Next button to page forward.

Competency: Privacy and Confidentiality - Level 1

Complies with privacy and confidentiality rules, policies, and procedures, including applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA).

1.01: Names publications, places or a local resource to refer to for policy and procedure relating to privacy and confidentiality.

1.02: Adheres to all aspects of privacy and confidentiality laws, regulations and policies.

1.03: Relates implications of privacy laws and regulations to own function.

Select the Next button to page forward.

Competency: Professional Practice - Level 2

Demonstrates role competency by utilizing critical thinking, professional judgement, teamwork and effective communication within scope of practice.

1.01: Collaborates with peers and supervisors to assure patient needs are met.

1.02: Provides input for patient rounds by communicating patient clinical status, care goals/problems and plans with team.

1.03: Communicates a concise, organized and thorough report.

1.04: Performs responsibilities to extent of license/certification and job description.

1.05: Seeks out educational opportunities/experiences to continually update practice.

2.01: Collaborates with peers and supervisors to assure patient and unit needs are met.

2.02: Offers assistance to others to assure patient and unit needs are met.

2.03: Participates in patient rounds by leading discussions regarding their patients' clinical status, care goals/problems and plans with team.

2.04: Communicates a concise, organized and thorough report with caregivers when patient hand offs occur including: anticipated changes, plan of care, short and long term goals, discharge and educational needs.

2.05: Assesses need for unit resources, support and assistance, and actively participates for resolution.

2.06: Delegates to other care providers to facilitate meeting patients' needs in a timely manner with follow-up to assure desired results.

2.07: Seeks out physicians for professional consultation and collaboration to discuss patient care issues.

2.08: Functions as a resource/role model for departmental and organizational standards and policies and procedures.

2.09: Utilizes the Chain of Command, Rapid Response Team and other resources to assure patient safety.

2.10: Communicates any adverse event with supervisor to manage risk to hospital.

Competency: Quality Assurance - Level 1

Demonstrates knowledge and individual behaviors that are aligned with assuring organizational quality.

1.01: Recognizes and appropriately reports/escalates deviations, problems, unusual occurrences and unexpected outcomes.

1.02: Can describe the organization's approach to performance improvement.

1.03: Effectively completes tasks related to quality control and/or process control.

1.04: Can describe and, works within, scope of practice and/or position, exercising the appropriate level of authority and responsibility.

1.05: Effectively communicates to ensure quality of service, products and/or care.

1.06: Effectively organizes, coordinates and prioritizes work to ensure quality of service, products and/or care.

Select the Next button to page forward.

Competency: Safety / Environment of Care - Level 1

Provides a safe work environment to prevent injury to self, patients, visitors, and other workforce members.

1.01: Wears Photo I.D. badge in accordance with dress code.

1.02: Identifies and reports safety hazards and/or violations, and protects the environment and patient until the situation is resolved.

1.03: Removes unsafe equipment from use according to policy.

1.04: Reports to appropriate staff any furniture that appears to be in need of repair.

1.05: Stores supplies, machines and equipment in their proper places.

1.06: Constantly observes working environment for hazards.

1.07: Reports immediately all close calls, accidents, and occurrences for patients, visitors and staff.

1.08: Uses sound judgment that promotes safety in individual situations.

1.09: Observes no smoking policies.

1.10: Reduces the risk of patient harm resulting from falls when in a patient care environment.

1.11: Reports or cleans spills immediately according to guidelines.

1.12: Understands and applies standard safety acronyms and related procedures.

1.13: Participates in all mandated environmental safety programs.

- 1.14: Completes assigned safety trainings in a timely fashion.
- 1.15: Reminds others of the importance of a safe environment.
- 1.16: Demonstrates awareness of risk and seeks risk reduction in own work area.
- 1.17: When working with patients, correctly identifies patient with at least two patient identifiers.

Select the Next button to page forward.

Competency: Service and Satisfaction - Level 1

Applies knowledge of practices, behaviors, applicable laws, rules and regulations governing proper conduct.

- 1.01: Complies with ethics as explained in the Sutter Health Standards for Business Conduct.
- 1.02: Adheres to all components of entity-specific Standards of Behavior/Performance/Excellence.
- 1.03: Identifies potential areas of risk and reports them appropriately.
- 1.04: Demonstrates commitment to excellence.
- 1.05: Treats all employees, medical staff members, patients, visitors and customers with respect, dignity and fairness.
- 1.06: Participates in customer (e.g. physician, patient) service efforts, contributing to high customer satisfaction.
- 1.07: Holds self and peers accountable to uphold the Standards of Behavior/Performance/Excellence.
- 1.08: Aligns individual behavior with organizational goals and values.

Select the Next button to page forward.

Principal Accountabilities Rating

Overall Principal Accountabilities Rating

Please choose the rating which best describes the performance in regards to Principal Accountabilities and then select the Next button to page forward to the next section.

■ Manager's assessment

Rating

Strong Performer

Comments

2015-2016 Metrics and Results for Principal Accountabilities for Non-Exempt Staff Evaluations July 2016

FINANCE

Unit

As resources are limited in health care, we need to be careful stewards of these resources. This includes appropriate use of time, resources, and supplies.

Scores

GOAL: Go Meet 2015 budget

1 (I) 2 (G) 3 (S) 3.5 (E)

Budget is 10% off target Budget is 5% off target Target met Budget is 5% better than Target

4 (R)

Budget is 10% better than target

Score: 2.0 0.50 25% Weight Score Input Here → G

PEOPLE

UNIT

Standardized work and processes are crucial to ensuring that high quality with predictable outcomes are delivered to our patients and each other as team members. Compliance and ethics remain core values of SMCS. Completion of Compliance and Ethic training at 90% or greater.

GOAL: Completion of Compliance and Ethic training at 90% or greater.

Scores

1 (I) - SMCS completes compliance and ethics training at <85%

2 (G) - SMCS completes compliance and ethics training at 85-89%

3 (S) - SMCS completes compliance and ethic training at 90%

3.5 (E) - SMCS completes compliance and ethic training at 95% or greater

4 (R) - SMCS completes compliance and ethics training at 100%

Score: 3.5 0.88 25% Weight Score Input Here → E

QUALITY

HOSPITAL

To ensure the highest quality of clinical care is provided to our patients.

GOAL: Completes a safe and successful move from SMH to the new combined campus. In conjunction with this move, an e-hr go live will occur completing our MOMS move.

Scores

1 (I) - MOM (both) no go

2 (G) - Move go, e-hr no go

3 (S) - Move and e-hr go, > 8 hours
3.5 (E) - Move and e-hr completed within 8 hours
4 (R) - Move and e-hr completed in less time than anticipated
Score: 3.5 0.88 25% Weight Score Input Here → E

**SERVICE
HOSPITAL**

To ensure our patient's experience is complete- reflecting not only our clinical expertise but our compassion and caring.

1 (I) - Overall Hospital Inpatient Patient Satisfaction Results as measured by HCAHPS 4 or less service area domains at National Achievement Threshold
2 (G) - 5 to 7 service area domains at National Achievement Threshold
3 (S) - 6 of 8 service area domains at National Achievement Threshold
3.5 (E) - At least 7 of 8 service area domains at National Achievement Threshold and remaining domains at National Benchmark
4 (E) - 8 of 8 service area domains at National Benchmark
Score: 2.0 0.50 25% Weight Score Input Here → G

Overall Result for SMCS Principal Accountability Section -----> 2.75

Overall Letter Result for Principal Accountabilities OVERALL for Pillars

R= 3.75-4.0 2.75
E=3.25-3.74
S=2.5-3.24
G= 2.49-1.5
I=1.49 OR LESS

Competencies Rating

Overall Competencies Rating

1. Choose the rating which best describes whether or not all competencies were met.
2. Use the comment field if the required proficiency level was not met, or if this particular employee's role requires a higher level of proficiency.
3. Indicate the Type of Patient Care Provided in the Additional Information section under the Comments area below.
4. When done, select the Next button to page to the next section.

■ Manager's assessment

Rating

All Competencies Met/New Comp Not Met - No deduction

Comments

No comments entered

Performance Goals (if applicable)

Performance Goals Rating (if applicable)

It is not mandatory for Non-Exempt employees to use the Goal plan; however, if the employee being evaluated had goals in their plan, select a rating which best reflects the extent to which those goals have or have not been achieved.

1. To view the employee's goal plan, save the review, click the drop down arrow in the Module section above and choose Goal Plan.
2. If the goal plan was not used, click the box next to Not Applicable. When done, select the Next button to page to the next section.

■ Manager's assessment

Rating

Not Applicable

Comments
No comments entered

How Results Were Achieved

Excellence & Quality

- Demonstrates ability to assess a situation, consider options and choose an appropriate course of action. Utilizes appropriate resources to effectively resolve the issue.
- Proactively identifies vs. reacts to problems/issues.
- When appropriate, seeks guidance and direction to complete tasks, including asking appropriate questions and seeking needed clarification.
- Consistently produces error free work with appropriate level of supervision, even when quantity increases.
- Identifies new/different ways to improve upon how things are done and takes appropriate action to make it happen.
- Actively participates in quality improvement initiatives/activities in unit/department/entity, including bringing out of date policies and procedures to supervisor's attention.
- Communicates with others (both internal and external) in a positive and effective manner.
- Meets timelines and deadlines, effectively balancing priorities even in the face of high volume or emergency situations.

Select the Next button to page forward.

■ Manager's assessment

Rating

Role Model

Comments

(b) (6), (b) (7)(C) is a member of our unit based Partnership Council and also takes minutes for these meetings. (b) (6), (b) (7)(C) also sits in as (b) (6), (b) (7)(C) when the current (b) (6), (b) (7)(C) is unable to attend meetings.

(b) (6), (b) (7)(C) is a member of the Clinical Practice. (b) (6), (b) (7)(C) also serves as (b) (6), (b) (7)(C) on an as needed basis for this group.

(b) (6), (b) (7)(C) was (b) (6), (b) (7)(C) and was instrumental in the (b) (6), (b) (7)(C).

(b) (6), (b) (7)(C) recently became (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) was (b) (6), (b) (7)(C) for (b) (6), (b) (7)(C) this past year.

(b) (6), (b) (7)(C) adheres to the expectations regarding pain medication charting

Compassion & Caring

- Demonstrates excellent customer service skills, including handling customer needs in a competent and knowledgeable manner, responding promptly to needs and questions.
- Takes personal ownership of issues (e.g. Customer Service, Operational), seeing them through to resolution. Solves the problem or takes it to appropriate person for resolution.
- Demonstrates appropriate work behaviors that are sensitive to the work environment, including talking softly in patient care and support areas and acknowledging patients/visitors promptly.
- Demonstrates professionalism when faced with situations requiring conflict resolution (includes other Sutter employees/departments, MDs, patients, patient family, visitors, etc.) - listens to problem/issue, responds calmly and positively, and seeks to resolve situation in non-defensive manner.

Select the Next button to page forward.

■ Manager's assessment

Rating

Exceeds Expectations

Comments

(b) (6), (b) (7)(C) maintains a positive attitude in most situation and always has smile on (b) (6), (b) (7)(C) face. (b) (6), (b) (7)(C) greets families as well as peer with a welcoming smile. (b) (6), (b) (7)(C) is a strong supporter of "family centered care" and works diligently to not only provide this type of care to (b) (6), (b) (7)(C) patients and their families, but also to change the culture of others in our unit. (b) (6), (b) (7)(C) provides very good care to (b) (6), (b) (7)(C) patients and their families.

(b) (6), (b) (7)(C) went above and beyond for (b) (6), (b) (7)(C) this past year. (b) (6), (b) (7)(C) was (b) (6), (b) (7)(C)

The physicians compliment (b) (6), (b) (7)(C) on how (b) (6), (b) (7)(C) cares for these extremely ill patients.

Honesty & Integrity

- Protects confidential information including patient, organization, and employee information. Does not discuss confidential information with or in front of anyone - including other employees, patients, friends, family, business or

social acquaintances, customers, suppliers or others - unless appropriate procedures to release information have been followed or the individual is in a recognized "need to know" role.

- Recognizes and takes accountability for personal actions or inaction. Fully tells/discloses information to appropriate individuals.
- Appropriately creates and/or handles documents and records, maintaining the integrity of information and confidentiality.

Select the Next button to page forward.

■ Manager's assessment

Rating
Strong Performer
Comments
No comments entered

Teamwork

- Willingly accepts work direction from supervisor and appropriate team members.
- Supports new processes, procedures, other changes in work methods.
- Maintains positive and cooperative relationships within own work team and all other departments, shifts, and other Sutter Health entities. Positively interacts with others with different skills, abilities, and backgrounds.
- Seeks others' ideas and opinions.
- Notices when other employees are under pressure to complete work or are experiencing other difficulties and offers to lend a hand to help them.
- Amount of work completed meets or exceeds job standards. Consistently carries fair share of the work.
- Demonstrates flexibility: Willingly accepts work assignments that are not primary accountabilities; willingly takes on extra work; is flexible with work location, department, unit, shift assignment and necessary changes in processes and workflow.
- Exhibits flexibility to changing conditions and workflows. Understands and accepts that sometimes change results in more work or relearning of processes, procedures and work methods.
- Proactively seeks training and development to learn new technology/equipment/techniques, etc.
- Cross-trains and/or shares acquired knowledge, skills, techniques, etc. with peers to strengthen the team.
- Stays current regarding employee communications and organization/facility/department issues.
- Demonstrates effective time management skills, including attending to personal business on own time.
- Does not let personal issues disrupt work environment.

Select the Next button to page forward.

■ Manager's assessment

Rating
Exceeds Expectations
Comments

(b) (6), (b) (7) is a great team player. (b) (6), (b) (7) always helps out (b) (6), (b) (7) peers and is willing to come in extra. (b) (6), (b) (7) exhibits flexibility to changing conditions and work flows. (b) (6), (b) (7) understands and accepts that sometimes change results in more work or relearning of processes, procedures and work methods. (b) (6), (b) (7) maintains positive and cooperative relationships within own work team on night shift as well as day shift. (b) (6), (b) (7) positively interacts with others with different skills, abilities, and backgrounds. (b) (6), (b) (7) willingly accepts work direction from supervisor and appropriate team members. (b) (6), (b) (7) supports new processes, procedures, and other changes in work methods.

(b) (6), (b) (7) works extra often to support the unit; (b) (6), (b) (7) comes in early and often stays late to support patients and peers.

(b) (6), (b) (7) was recognized by (b) (6), (b) (7) for advocating for patients and staff during the rough transition period over the move.

Community

- Positively represents and supports the organization when talking to others within the organization (including within the department/entity and among other employees) and to others, such as vendors, patients, guests, and visitors.
- Supports our not-for-profit mission and the community benefit programs, services and activities sponsored by the organization.

Select the Next button to page forward.

■ Manager's assessment

Rating
Strong Performer

Comments

(b) (6), (b) is a volunteer with Loaves and Fishes and serves meals to the homeless every other month.

Universal Requirements

Universal Requirements

Review the Universal Requirements below and rate whether or not they were met. If a requirement was not met please document in the Comment field below along with any Required Licensure and Continuing Education information.

- New Employee Requirements (if applicable), including General/Department Orientation and Completion of all New Hire Requirements
 - Completes annual Purified Protein Derivative (PPD) Testing (if applicable)
 - Environment of Care (Safety) Training (if applicable), including: Injury/Illness Prevention; Electrical Safety; Fire Procedures; Infection Control/Exposure Control; Hazard Communication; Disaster & Emergency Procedures; Hazardous Waste Disposal
 - Actively demonstrates and adheres to service excellence/Sutter Difference Standards
 - Completes Standards of Business Conduct/Compliance Training
 - Records time in accordance with the Policy
 - Complies with Attendance Policy
 - Complies with Dress Code
 - Maintains a working knowledge of and adheres to organization, department and professional standards, policies, procedures and protocols
 - List any Required Licensure, Certification and/or Registration and Other Position/Department Specific Required Training in the Comment field below
 - Document all Continuing Education in the Comment field below
- Select the Next button to page forward.

■ Manager's assessment

Rating

Yes, Met Requirements

Comments

Universal Requirements

RN License- Active and Current

CPR and NRP- Current

Mandatory Education- eLearning, all other unit & hospital based education

Performance Review

2011-2012 Validated Non-Exempt Performance Review I

From Jun 1, 2011 to May 31, 2012



Employee: (b) (6), (b) (7)(C)

Manager: (b) (6), (b) (7)(C)

Overview

Status: Closed

Step: N/A

Step Due Date: N/A

■ Final Comments

Manager's assessment

No comments entered

■ Acknowledgement Comments

Manager's assessment

No comments entered

Employee's self-assessment

No comments entered

■ Overall Summary

Manager's assessment

Overall Rating

Exceeds Expectations

Comments

(b) (6) is a valued and well respected member of (b) (6), (b) (7)(C) contributes in many ways to the overall success of this Unit, and it is always a pleasure to work with (b) (6). Congratulations on (b) (6), (b) (7)(C) of service with Sutter Health. (Where did the time go? LOL!). Thank you (b) (6) for all you do. ~ (b) (6), (b) (7)(C)

DEFINITIONS ONLY: What was Achieved - Principal Accountabilities and Competencies (INFORMATIONAL - NO RATINGS IN THIS SECTION)

Accountability: Community- Promotes a positive relationship between Sutter Health.

Community- Promotes a positive relationship between Sutter Health and the community.

Accountability: Finance - Utilizes resources to deliver quality care in a safe,

Finance - Utilizes resources to deliver quality care in a safe, efficient, and cost-effective manner.

Accountability: Growth - Actively manages patient/family plan of care throughout.

Growth - Actively manages patient/family plan of care throughout the hospitalization to achieve optimal transition and progression toward discharge for patient/family.

Accountability: People -Coordinates the activities of the health care team in a

People -Coordinates the activities of the health care team in a professional manner according to the Standards of Excellence promoting a positive work environment.

Accountability: Quality- Provides optimal care to patients' and family which is

Quality- Provides optimal care to patients' and family which is collaborative, evidence based and meets national/ facility standards to achieve the best possible outcome.

Accountability: Service - Cares for patient/family according to the Sutter Difference.

Service - Cares for patient/family according to the Sutter Difference Standards and activities ensuring the best patient/ family experience.

Competency: Age Specific Care - General - Level 1

Uses age-specific developmental principles when providing care and other health related services for patients.

1.01: Identifies the physical and developmental age of population to whom care is being provided.

- 1.02: Identifies the physical, intellectual, and developmental characteristics of the population to whom care is being provided.
- 1.03: Recognizes suspected abuse or neglect and reports appropriately.
- 1.04: Provides a safe environment based on patient's age and developmental level.
- 1.05: Implements care, interventions and/or work procedures required, based on the patient's age and developmental level.
- 1.06: Involves family in care as patient's age, developmental level and wishes dictate.
- 1.07: Utilizes techniques to de-stress patient from treatment/hospitalization as appropriate for patient's age and developmental level.
- 1.08: Assesses pain using age-specific indicators.
- 1.09: Identifies developmental and social needs of patient at appropriate age levels.

Competency: Clinical Management of Patients (Licensed Professionals) - Level 2

Demonstrates safety, proficiency, consideration for patients developmental, physical, emotional, spiritual, cultural and cognitive level as well as knowledge of technical functions required in the accomplishment of patient care activities, including: all types of patient care equipment, medication administration, IV management, including administration of blood/blood products, specimen collection, mobility/immobility issues, and computerized cl

- 1.01: Understands indications for patient therapy and/or procedural intervention.
- 1.02: Implements appropriate patient care interventions as directed within scope of practice.
- 1.03: Demonstrates proficiency in equipment set-up, operation and troubleshooting appropriate to the patient population.
- 1.04: Recognizes abnormal findings and takes appropriate actions.
- 1.05: Gathers clinical data according to patient care standards.
- 1.06: Reinforces patient and family education.
- 1.07: Ensures patient safety.
- 1.08: Mentors peers related to patient therapy and/or procedural intervention.
- 2.01: Interprets and decides upon care priorities in emergent situations.
- 2.02: Recognizes and understands indications for patient therapy and/or procedural intervention.
- 2.03: Coordinates the care of the patient therapy.
- 2.04: Manages patients according to best practices including CMS Core Measures, JCAHO Standards, Patient Safety Goals and Sutter Clinical Initiatives.
- 2.05: Recognizes potential complications and implements appropriate interventions.
- 2.06: Educates patient and family regarding disease process and overall management.
- 2.07: Prepares patient and family regarding purpose of the indicated therapy and/or procedural intervention.
- 2.08: Works with patient and family to receive input and answer questions.

Competency: Code Blue - Level 2

Uses the protocols and procedures for cardiopulmonary resuscitation.

- 1.01: Recognizes emergency and intervenes.
- 1.02: Activates facility code blue response.
- 1.03: Uses basic life support techniques to provide immediate resuscitation until team arrives.
- 1.04: Provides coverage for others participating in situation.
- 2.01: Controls the emergent environment.
- 2.02: Provides problem solving during emergency situation.
- 2.03: Monitors adherence to Basic Life Support (BLS) guidelines in resuscitation efforts.
- 2.04: Assures support of family and patient during BLS phase of code blue.
- 2.05: Handles medications, documentation; assists with procedures.
- 2.06: Recognizes changes in patient condition prior to deterioration into code event, assesses changes and seeks interventions to prevent deterioration.
- 2.07: Establishes line placement.

Competency: Cultural Competence/Diversity - Level 1

Applies knowledge of practices and behaviors governing culturally appropriate interactions with all individuals encountered in the work environment. These can be clinical or non-clinical in nature.

- 1.01: Uses appropriate resources to address language/communication barriers.
- 1.02: Treats all employees, medical staff members, patients, visitors and customers with respect, dignity and fairness.
- 1.03: Participates in Cultural Competence and Diversity trainings as assigned.
- 1.04: Aligns individual behavior with organizational diversity and cultural competence values.
- 1.05: Performs job specific competencies in a culturally sensitive manner.

- 1.14: Completes assigned safety trainings in a timely fashion.
- 1.15: Reminds others of the importance of a safe environment.
- 1.16: Demonstrates awareness of risk and seeks risk reduction in own work area.
- 1.17: When working with patients, correctly identifies patient with at least two patient identifiers.

Select the Next button to page forward.

Competency: Service and Satisfaction - Level 1

Applies knowledge of practices, behaviors, applicable laws, rules and regulations governing proper conduct.

- 1.01: Complies with ethics as explained in the Sutter Health Standards for Business Conduct.
- 1.02: Adheres to all components of entity-specific Standards of Behavior/Performance/Excellence.
- 1.03: Identifies potential areas of risk and reports them appropriately.
- 1.04: Demonstrates commitment to excellence.
- 1.05: Treats all employees, medical staff members, patients, visitors and customers with respect, dignity and fairness.
- 1.06: Participates in customer (e.g., physician, patient) service efforts, contributing to high customer satisfaction.
- 1.07: Holds self and peers accountable to uphold the Standards of Behavior/Performance/Excellence.
- 1.08: Aligns individual behavior with organizational goals and values.

Select the Next button to page forward.

Principal Accountabilities Rating

Overall Principal Accountabilities Rating

Please choose the rating which best describes the performance in regards to Principal Accountabilities.

■ Manager's assessment

Rating

Exceeds Expectations

Comments

Overall Rating: Exceeds Expectations (determined from the following):

Finance: Role Model-15% Weight: Unit Based

☐ Role Model- OT/DT less than target of 2%

People: Role Model- 15% Weight: Unit Based

☐ Role Model- Meeting Baby Friendly Designation making SMH a leader in the community and Sutter Health

☐ Role Model- Hand Hygiene (97.7% compliance with 5 Moments of Hand Hygiene)

Quality: Role Model- 30% Weight: Hospital (50%) and Unit Based (50%)

☐ Exceeds Expectations- Core Measures/ National Best Practices in care (AMI bundle, Heart Failure bundle, Pneumonia Bundle, Surgical Care Process bundle, Quality bundle, Mortality)

☐ Role Model- CLABSI (50% decrease in 2011 from 2010- 3 in 2011 compared to 6 in 2010)

☐ Role Model- Breast milk at Discharge (Increase from 51% in 2010 to 65.6% in 2011)

Growth: Exceeds Expectation- 20% Weight: Hospital (50%) and Unit Based (50%)

☐ Strong Performer- Length of Stay (LOS) for inpatient units (Jan-Dec 2011)

☐ Role Model- The NICU's ability to receive transports from outside facilities.

Service = Growth Needed- 20% weight: Hospital (50%)

☐ Improvement Needed- Inpatient Patient Satisfaction Scores (Press Ganey)

☐ Strong Performer- NICU Patient Satisfaction Scores 4/1/11-3/31/12= 50.8%

Community: N/A

Competencies Rating

Overall Competencies Rating

Please choose the rating which best describes whether or not all competencies were met. Use the comment field if the required proficiency level was not met, or if this particular employee's role requires a higher level of proficiency. Please also indicate the Type of Patient Care Provided under Additional Information below.

■ Manager's assessment

Rating

All Competencies Met/New Comp Not Met - No deduction

Comments

(b) (6) meets expectations and demonstrates proficiency in the cares of (b) (6) patients.

Performance Goals (if applicable)

Performance Goals Rating (if applicable)

It is not mandatory for Non-Exempt employees to use the Goal plan; however, if the employee being evaluated had goals in their plan, click on the link below to select a rating which best reflects the extent to which those goals have or have not been achieved.

■ Manager's assessment

Rating

Not Applicable

Comments

No comments entered

How Results Were Achieved

Excellence & Quality

- Demonstrates ability to assess a situation, consider options and choose an appropriate course of action. Utilizes appropriate resources to effectively resolve the issue.
- Proactively identifies vs. reacts to problems/issues.
- When appropriate, seeks guidance and direction to complete tasks, including asking appropriate questions and seeking needed clarification.
- Consistently produces error free work with appropriate level of supervision, even when quantity increases.
- Identifies new/different ways to improve upon how things are done and takes appropriate action to make it happen.
- Actively participates in quality improvement initiatives/activities in unit/department/entity, including bringing out of date policies and procedures to supervisor's attention.
- Communicates with others (both internal and external) in a positive and effective manner.
- Meets timelines and deadlines, effectively balancing priorities even in the face of high volume or emergency situations.

Select the Next button to page forward.

■ Manager's assessment

Rating

Exceeds Expectations

Comments

(b) (6) contributes to the overall success of (b) (6), (b) (7)(C) in a variety of ways. (b) (6), (b) (7)(C) brainstormed with (b) (6), (b) (7)(C) about the Discharge Process booth for the Skills Faire. (b) (6), (b) (7)(C) helped at (b) (6), (b) (7)(C) Reunion last fall, and took numerous pictures, and provided them to (b) (6), (b) (7)(C) and others. (b) (6), (b) (7)(C) kindly worked with nursing students throughout the year, making them feel welcome along with providing them great learning opportunities. (b) (6), (b) (7)(C) is an advocate for the infamous "green sheet" for organizing things for discharges (b) (6), (b) (7)(C) and I are so glad it is a helpful document!, once claiming: "I have a discharge and I am lost without it." (sweet music to my ears, LOL!), and (b) (6), (b) (7)(C) appreciation made (b) (6), (b) (7)(C) a natural fit for helping at the Discharge Process booth at Skills Faire this year.

(b) (6), (b) (7)(C) writes Bravograms thanking others for their outstanding work, and took the time to honor those in (b) (6), (b) (7)(C) Self Evaluation who have made a positive impact on (b) (6), (b) (7)(C) when working: (b) (6), (b) (7)(C) to name a few. (b) (6), (b) (7)(C) arrives at work on time and ready to work. (b) (6), (b) (7)(C) always helps those around (b) (6), (b) (7)(C) and makes time to share with management when (b) (6), (b) (7)(C) appreciates the efforts of another. (Thank you for all the ways you help out (b) (6), (b) (7)(C) including looking for any outdated supplies along the way. --(b) (6), (b) (7)(C))

Compassion & Caring

- Demonstrates excellent customer service skills, including handling customer needs in a competent and knowledgeable manner, responding promptly to needs and questions.
- Takes personal ownership of issues (e.g. Customer Service, Operational), seeing them through to resolution. Solves the problem or takes it to appropriate person for resolution.

- Demonstrates appropriate work behaviors that are sensitive to the work environment, including talking softly in patient care and support areas and acknowledging patients/visitors promptly.
 - Demonstrates professionalism when faced with situations requiring conflict resolution (includes other Sutter employees/departments, MDs, patients, patient family, visitors, etc.) - listens to problem/issue, responds calmly and positively, and seeks to resolve situation in non-defensive manner.
- Select the Next button to page forward.

■ Manager's assessment

Rating

Exceeds Expectations

Comments

This past year (b) (6), (b) (7)(C) has taken on the role and responsibilities of being a (b) (6), (b) (7)(C) nurse. This time with a twist as (b) (6), (b) (7)(C) took on (b) (6), (b) (7)(C) almost every time: (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) Having worked with apprehensive parents learning to juggle (b) (6), (b) (7)(C), plus managing (b) (6), (b) (7)(C) at home, in some cases, (b) (6), (b) (7)(C) helped them learn cares and feel successful as they came in and did cares on each (b) (6), (b) (7)(C) encouraged them to hang in there and let them know it was doable and they will be very successful. Taking on this role with so many (b) (6), (b) (7)(C) (see (b) (6), (b) (7)(C) I had a lot more of them on my list than you did on your Self Evaluation - insert a smiley face here- so you were right when you wrote: "There may have been more." (b) (6), (b) (7)(C) so many sets of (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) now says (b) (6), (b) (7)(C) believes (b) (6), (b) (7)(C) has discharged more patients than anyone else this past year, and earned the title of "Discharge (b) (6), (b) (7)(C) of (b) (6), (b) (7)(C) (And maybe (b) (6), (b) (7)(C) has...)

(b) (6), (b) (7)(C) shared one of (b) (6), (b) (7)(C) favorite things at work is being a (b) (6), (b) (7)(C) nurse, and doing "photo shoots" with (b) (6), (b) (7)(C) families. (b) (6), (b) (7)(C) shares it is fun for the families (b) (6), (b) (7)(C) tolerated it!), and in both cases, these were the first family photos. (b) (6), (b) (7)(C) strives to treat everyone with respect and dignity and encourages parent participation in the care of (b) (6), (b) (7)(C). (Great job, (b) (6), (b) (7)(C))

Honesty & Integrity

- Protects confidential information including patient, organization, and employee information. Does not discuss confidential information with or in front of anyone - including other employees, patients, friends, family, business or social acquaintances, customers, suppliers or others - unless appropriate procedures to release information have been followed or the individual is in a recognized "need to know" role.
 - Recognizes and takes accountability for personal actions or inaction. Fully tells/discloses information to appropriate individuals.
 - Appropriately creates and/or handles documents and records, maintaining the integrity of information and confidentiality.
- Select the Next button to page forward.

■ Manager's assessment

Rating

Strong Performer

Comments

(b) (6), (b) (7)(C) handles all personal patient information with utmost integrity, disclosing information only as is appropriate. Is mindful of the confidential nature of our families, the circumstances surrounding (b) (6), (b) (7)(C), and respects their need for privacy. (b) (6), (b) (7)(C) strives to chart clearly and completely, including all discharge teaching completed.

Teamwork

- Willingly accepts work direction from supervisor and appropriate team members.
- Supports new processes, procedures, other changes in work methods.
- Maintains positive and cooperative relationships within own work team and all other departments, shifts, and other Sutter Health entities. Positively interacts with others with different skills, abilities, and backgrounds.
- Seeks others' ideas and opinions.
- Notices when other employees are under pressure to complete work or are experiencing other difficulties and offers to lend a hand to help them.
- Amount of work completed meets or exceeds job standards. Consistently carries fair share of the work.
- Demonstrates flexibility: Willingly accepts work assignments that are not primary accountabilities; willingly takes on extra work; is flexible with work location, department, unit, shift assignment and necessary changes in processes and workflow.
- Exhibits flexibility to changing conditions and workflows. Understands and accepts that sometimes change results in more work or relearning of processes, procedures and work methods.
- Proactively seeks training and development to learn new technology/equipment/techniques, etc.
- Cross-trains and/or shares acquired knowledge, skills, techniques, etc. with peers to strengthen the team.
- Stays current regarding employee communications and organization/facility/department issues.

- Demonstrates effective time management skills, including attending to personal business on own time.
 - Does not let personal issues disrupt work environment.
- Select the Next button to page forward.

■ Manager's assessment

Rating

Exceeds Expectations

Comments

This past year, (b) (6), (b) (7)(C) has worked more steadily in (b) (6), (b) (7)(C) areas, but has worked (b) (6) when needed. (b) (6), (b) (7)(C) first shift in (b) (6), (b) (7)(C) area included an admission, which may have been stressful for (b) (6), (b) (7)(C) but (b) (6), (b) (7)(C) did a very good job, and (b) (6), (b) (7)(C) willingness to be up front was very much appreciated.

(b) (6), (b) (7)(C) notices when other employees are under pressure to complete work or are experiencing other needs (restart a PIV, draw labs, do an admission or discharge), and offers to lend a hand to help them. (b) (6), (b) (7)(C) is a resource for others, including floats and volunteers. (b) (6), (b) (7)(C) will seek out others if (b) (6), (b) (7)(C) has a need or question, and appropriately doesn't hesitate to notify the physician of a patient's changing condition or a concern. (b) (6), (b) (7)(C) readily works with all members of (b) (6), (b) (7)(C) to meet and achieve the needs of the patient and family. (b) (6), (b) (7)(C) input during Rapid Discharge Rounding is helpful and appreciated each time.

(b) (6), (b) (7)(C) has come in when called, many times throughout the year, helping us out when circumstances change and more (b) (6), (b) (7)(C) are needed to care for our patients. I know all the (b) (6), (b) (7)(C) nurse appreciate (b) (6), (b) (7)(C) willingness to do this and how enthusiastically (b) (6), (b) (7)(C) arrives ready to pitch in where needed. Last year (b) (6), (b) (7)(C) was going for lunch and noticed (b) (6), (b) (7)(C) sitting in the hallway near the elevators, holding a baby, with a crib nearby. It didn't seem right to (b) (6), (b) (7)(C), as (b) (6), (b) (7)(C) walked by and didn't see another person (b) (6), (b) (7)(C) like the mother of the baby. (b) (6), (b) (7)(C) turn around and immediately headed to HRM to see if they were missing a baby. They quickly did a bed count and didn't find one missing. Just about the time (b) (6), (b) (7)(C) showed up and said it was (b) (6), (b) (7)(C) baby, this was (b) (6), (b) (7)(C), and (b) (6), (b) (7)(C) was in (b) (6), (b) (7)(C) on the 4th floor. (b) (6), (b) (7)(C) found me and shared the story. I called up to (b) (6), (b) (7)(C), and they confirmed they did have (b) (6), (b) (7)(C) in (b) (6), (b) (7)(C) and quickly came down to our hallway and interceded, helping the family find their way back to (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) emailed the following: "Thank you (b) (6), (b) (7)(C). We have submitted an SBAR to (b) (6), (b) (7)(C), and completed a PSR recommending an Infant Security Drill requiring all SMCS staff participation. Please give (b) (6), (b) (7)(C) a "pat on the back" for taking a moment to recognize a potential infant abduction situation. (b) (6), (b) (7)(C) did exactly what (b) (6), (b) (7)(C) was supposed to do. I am sincerely appreciative of (b) (6), (b) (7)(C) response." Sept. 2011. (Great job, (b) (6), (b) (7)(C))

(b) (6), (b) (7)(C) also received a Bravogram from (b) (6), (b) (7)(C): "After being ill - (b) (6), (b) (7)(C) jumped in and helped at the Faire to relieve me and rest my voice. Also was very helpful brainstorming before (b) (6), (b) (7)(C) became ill. Thanks bunches!" (5/12/12) This is another example of teamwork by (b) (6), (b) (7)(C).

Community

- Positively represents and supports the organization when talking to others within the organization (including within the department/entity and among other employees) and to others, such as vendors, patients, guests, and visitors.
- Supports our not-for-profit mission and the community benefit programs, services and activities sponsored by the organization.

Select the Next button to page forward.

■ Manager's assessment

Rating

Exceeds Expectations

Comments

(b) (6), (b) (7)(C) is respectful of our families, visitors, patients, and staff. (b) (6), (b) (7)(C) arrives each shift ready to work, smiling, and interacts well with others. Represents the organization well, and reflects the values and mission of Sutter Health at all times. Participated at the 2011 (b) (6), (b) (7)(C) Reunion, including taking photos for others.

Universal Requirements

Universal Requirements

Review the Universal Requirements below and rate whether or not they were met. If a requirement was not met please document in the Comment field below along with any Required Licensure and Continuing Education information.

- New Employee Requirements (if applicable), including General/Department Orientation and Completion of all New Hire Requirements
- Completes annual Purified Protein Derivative (PPD) Testing (if applicable)

- Environment of Care (Safety) Training (if applicable), including: Injury/Illness Prevention; Electrical Safety; Fire Procedures; Infection Control/Exposure Control; Hazard Communication; Disaster & Emergency Procedures; Hazardous Waste Disposal
 - Actively demonstrates and adheres to service excellence/Sutter Difference Standards
 - Completes Standards of Business Conduct/Compliance Training
 - Records time in accordance with the Policy
 - Complies with Attendance Policy
 - Complies with Dress Code
 - Maintains a working knowledge of and adheres to organization, department and professional standards, policies, procedures and protocols
 - List any Required Licensure, Certification and/or Registration and Other Position/Department Specific Required Training in the Comment field below
 - Document all Continuing Education in the Comment field below
- Select the Next button to page forward.

■ **Manager's assessment**

Rating

Yes, Met Requirements

Comments

(b) (6), (b) (7)(F) maintains a valid RN license, and current BLS and NRP certifications. (b) (6), (b) (7)(F) created a booth and worked at the Skills Faire, and completes all mandated education on time (eLearning modules).

Development Plan & Professional Aspirations

Add Development Activities & Comments

To view/add development activities, save the review, click the drop down arrow in the Module section above and choose Development Plan. Once in the Development Plan you can update the activities and provide comments, as appropriate. You can also click on the Details button under Development below to add a Development Activity. Comments regarding the status of all activities can be entered in the comment field below.

■ **Manager's assessment**

Comments

No comments entered

Performance Review

2012-2013 Validated Non-Exempt Performance Review I

From Jun 1, 2012 to May 31, 2013



Employee: (b) (6), (b) (7)(C)

Manager: (b) (6), (b) (7)(C)

Overview

Status: Closed

Step: N/A

Step Due Date: N/A

Author: (b) (6), (b) (7)(C)

■ Final Comments

Manager's assessment
No comments entered

■ Acknowledgement Comments

Manager's assessment
No comments entered

Employee's self-assessment
I appreciate your comments, and am looking forward to a smooth transition to our new home!

■ Overall Summary

Manager's assessment

Overall Rating

Strong Performer

Comments

(b) (6) is a well liked and respected member of (b) (6), (b) (7)(C) is creative and uses this as (b) (6) works on process improvement projects. (b) (6) is a strong patient and family advocate, and works well with others.

I look forward to the coming year, as we care for our patients and families, and plan for the move to the new unit in 2014!

DEFINITIONS ONLY: What was Achieved - Principal Accountabilities and Competencies (INFORMATIONAL - NO RATINGS IN THIS SECTION)

Accountability: Community- Promotes a positive relationship between Sutter Health.

Community- Promotes a positive relationship between Sutter Health and the community.

Accountability: Finance - Utilizes resources to deliver quality care in a safe,

Finance - Utilizes resources to deliver quality care in a safe, efficient, and cost-effective manner.

Accountability: Growth - Actively manages patient/family plan of care throughout.

Growth - Actively manages patient/family plan of care throughout the hospitalization to achieve optimal transition and progression toward discharge for patient/family.

Accountability: People -Coordinates the activities of the health care team in a

People -Coordinates the activities of the health care team in a professional manner according to the Standards of Excellence promoting a positive work environment.

Accountability: Quality- Provides optimal care to patients' and family which is

Quality- Provides optimal care to patients' and family which is collaborative, evidence based and meets national/ facility standards to achieve the best possible outcome.

Accountability: Service - Cares for patient/family according to the Sutter Difference.

Service - Cares for patient/family according to the Sutter Difference Standards and activities ensuring the best patient/ family experience.

Competency: Age Specific Care - General - Level 1

Uses age-specific developmental principles when providing care and other health related services for patients.

- 1.01: Identifies the physical and developmental age of population to whom care is being provided.
- 1.02: Identifies the physical, intellectual, and developmental characteristics of the population to whom care is being provided.
- 1.03: Recognizes suspected abuse or neglect and reports appropriately.
- 1.04: Provides a safe environment based on patient's age and developmental level.
- 1.05: Implements care, interventions and/or work procedures required, based on the patient's age and developmental level.
- 1.06: Involves family in care as patient's age, developmental level and wishes dictate.
- 1.07: Utilizes techniques to de-stress patient from treatment/hospitalization as appropriate for patient's age and developmental level.
- 1.08: Assesses pain using age-specific indicators.
- 1.09: Identifies developmental and social needs of patient at appropriate age levels.

Competency: Clinical Management of Patients (Licensed Professionals) - Level 2

Demonstrates safety, proficiency, consideration for patients developmental, physical, emotional, spiritual, cultural and cognitive level as well as knowledge of technical functions required in the accomplishment of patient care activities, including: all types of patient care equipment, medication administration, IV management, including administration of blood/blood products, specimen collection, mobility/immobility issues, and computerized c

- 1.01: Understands indications for patient therapy and/or procedural intervention.
- 1.02: Implements appropriate patient care interventions as directed within scope of practice.
- 1.03: Demonstrates proficiency in equipment set-up, operation and troubleshooting appropriate to the patient population.
- 1.04: Recognizes abnormal findings and takes appropriate actions.
- 1.05: Gathers clinical data according to patient care standards.
- 1.06: Reinforces patient and family education.
- 1.07: Ensures patient safety.
- 1.08: Mentors peers related to patient therapy and/or procedural intervention.
- 2.01: Interprets and decides upon care priorities in emergent situations.
- 2.02: Recognizes and understands indications for patient therapy and/or procedural intervention.
- 2.03: Coordinates the care of the patient therapy.
- 2.04: Manages patients according to best practices including CMS Core Measures, JCAHO Standards, Patient Safety Goals and Sutter Clinical Initiatives.
- 2.05: Recognizes potential complications and implements appropriate interventions.
- 2.06: Educates patient and family regarding disease process and overall management.
- 2.07: Prepares patient and family regarding purpose of the indicated therapy and/or procedural intervention.
- 2.08: Works with patient and family to receive input and answer questions.

Competency: Code Blue - Level 2

Uses the protocols and procedures for cardiopulmonary resuscitation.

- 1.01: Recognizes emergency and intervenes.
- 1.02: Activates facility code blue response.
- 1.03: Uses basic life support techniques to provide immediate resuscitation until team arrives.
- 1.04: Provides coverage for others participating in situation.
- 2.01: Controls the emergent environment.
- 2.02: Provides problem solving during emergency situation.
- 2.03: Monitors adherence to Basic Life Support (BLS) guidelines in resuscitation efforts.
- 2.04: Assures support of family and patient during BLS phase of code blue.
- 2.05: Handles medications, documentation; assists with procedures.
- 2.06: Recognizes changes in patient condition prior to deterioration into code event, assesses changes and seeks interventions to prevent deterioration.
- 2.07: Establishes line placement.

Competency: Cultural Competence/Diversity - Level 1

Applies knowledge of practices and behaviors governing culturally appropriate interactions with all individuals encountered in the work environment. These can be clinical or non-clinical in nature.

- 1.01: Uses appropriate resources to address language/communication barriers.
- 1.02: Treats all employees, medical staff members, patients, visitors and customers with respect, dignity and fairness.
- 1.03: Participates in Cultural Competence and Diversity trainings as assigned.
- 1.04: Aligns individual behavior with organizational diversity and cultural competence values.
- 1.05: Performs job specific competencies in a culturally sensitive manner.

1.06: Holds self and peers accountable to uphold the Standards of Behavior/Performance/ Excellence regardless of race ethnicity, culture, religious affiliation, disability, socioeconomic background, education, sexual orientation, marital status, gender, age or position.

1.07: Demonstrates awareness of and complies with applicable laws, rules and regulations related to cultural differences.

1.08: Supports an inclusive work environment by actively discouraging negative stereotypes, including but not limited to cultural, racial, religious, age, disability, socioeconomic, educational, sexual orientation, marital status, or gender.

Select the Next button to page forward.

Competency: Emergency Management and Disaster Response - Level 1

Participates in the mitigation, preparedness, response, and recovery activities regarding the management of emergencies.

1.01: Demonstrates awareness of emergency codes.

1.02: Able to state personal role during an emergency event.

1.03: Able to state department's role during an event.

1.04: Demonstrates awareness of the incident command system used for emergency events.

1.05: States the five (5) functional Incident Command System (ICS or HICS) groups and their functions.

1.06: ICS / HICS: Specifies the chain of command to obtain supplies and equipment.

1.07: Able to recognize a Haz Mat event (incl. Chemical and Bio Terrorism).

1.08: Demonstrates knowledge to keep self safe (S) in the event of a Haz Mat event.

1.09: Haz Mat: Knows how to isolate the patient or area (I) in case of a Haz Mat event.

1.10: Haz Mat: Knows which notifications to make (N).

1.11: Participates in emergency management drills / events.

Select the Next button to page forward.

Competency: Equipment and Supplies - Level 1

Applies knowledge of technologies, equipment, and supplies. These can be medical or non-medical in nature.

1.01: Identifies major types of technologies, equipment, and supplies used within the service/care function.

1.02: Identifies safety considerations and procedures for operators and patients.

1.03: Resolves basic equipment problems or malfunctions.

1.04: Operates the particular technology, equipment, or supply, and produces relevant reports or output.

1.05: Discusses operational issues and considerations for the specific technology, equipment, or supply.

1.06: Cognizant of the basic technical infrastructure in the local environment.

1.07: Cleans equipment as specified by department standards.

Competency: Health Information Management - Level 1

Ability to document, maintain and process patient information within current legal requirements and privacy laws.

1.01: Maintains and enforces patient confidentiality and privacy laws, policies and procedures.

1.02: Identifies the steps in initial setup and maintenance of documentation process.

1.03: Works with an automated health information application.

1.04: Delineates and complies with security and access control processes to protect privacy and information.

1.05: Identifies common types of information maintained on patients.

1.07: Describes and complies with organization's health information management procedures and policies.

1.08: Locates published guidelines and other sources of information on health information keeping. May participate in charge capture, coding and/or billing of procedures and/or diagnoses.

Competency: Healthcare Information Systems - Level 1

Utilizes industry and organization applications and databases that contain medical, patient, and healthcare information.

1.01: Identifies health information system applications used within facility.

1.02: Describes the type of information maintained in systems.

1.03: Specifies key functions addressed by core applications.

1.04: Locates relevant documentation and systems support information.

1.05: Appropriately utilizes specific systems and applications as they relate to job functions.

1.06: Describes the type of information maintained in specific systems and applications.

1.07: Defines roles and responsibilities of users, administrators, and systems support staff.

Select the Next button to page forward.

Competency: Implementation of the Nursing Process - Level 1

Assesses, plans, coordinates, implements and evaluates nursing care appropriate to the developmental, physical, cultural, emotional, spiritual and cognitive abilities of the patient.

- 1.01: Determines assessment priorities and initiates thorough or focal assessment based on needs, age, developmental and cognitive level of patient.
- 1.02: Ensures that assessments and reassessments are performed according to facility standards and patient needs.
- 1.03: Takes appropriate action when assessment reveals deviations from patient norm, unusual or life-threatening findings.
- 1.04: Completes the health history with the patient and/or family.
- 1.05: Utilizes gathered data to plan, deliver and evaluate care.
- 1.06: Develops and implements patient plan of care in partnership with the patient and family.
- 1.07: Performs nursing interventions directly or through delegation and evaluates patient response.
- 1.08: Makes appropriate nursing judgments based on assessment and reassessment data.
- 1.09: Evaluates actual outcomes against goals and updates plans of care based on patient progress.
- 1.10: Identifies the patients discharge planning needs and initiates appropriate referrals.
- 1.11: Documents thoroughly and accurately in the patient record according to facility standards.

Competency: Infection Control - Level 2

Utilizes knowledge of patient safety and error prevention and applies appropriate processes and procedures to minimize the spread of infection and disease.

- 1.01: Demonstrates awareness of and applies standard (universal) precautions consistently, and encourages others do to so.
- 1.02: Understands and adheres to facility policies, procedures, and standards regarding infection prevention and control.
- 1.03: Consistently complies with facility policy on transmission-based precautions.
- 2.01: Educates peers and/or patients and families regarding prevention and control of infection.
- 2.02: Demonstrates knowledge of infections and methods to reduce risk of transmission.
- 2.03: May work with Infection Control to establish policies and procedures to reduce the risk of transmission.

Competency: Information Management - Level 1

Ability to manage the flow and content of information following standard procedure.

- 1.01: Generates and reviews information (e.g. reports, results, films, correspondence), recognizes problems and appropriately escalates.
- 1.02: Uses the appropriate mode (e.g. phone, fax, mail, electronic) to disseminate a variety of information to the appropriate party.
- 1.03: Receives a variety of information from internal/external sources, reviews and takes appropriate action.
- 1.04: Receives requests for information and follows established protocol to respond appropriately.
- 1.05: Stores information, documents and records according to standard procedures.
- 1.06: Accurately retrieves and/or compiles data or information upon request, within established timeframes.
- 1.07: May enter information to capture charges for tests, products and/or services.

Competency: Licensing and Accreditation - Level 1

Applies knowledge and understanding of legislation and regulatory bodies to healthcare practices.

- 1.01: Summarizes the laws governing privacy and patient rights.
- 1.02: Adheres to work-related aspects covered by legal, regulatory and accreditation standards and policies.
- 1.03: Implements and monitors adherence to a specific aspect of legislation.
- 1.04: Identifies a specific healthcare policy and relates it to the specific law or regulation.
- 1.05: Recognizes situations or conditions with potential legal, regulatory and accreditation non-compliance and escalates appropriately through the chain of command.
- 1.06: Identifies major federal and state legislation, industry regulatory bodies and accreditation bodies.
- 1.07: Locates additional information regarding relevant legal issues.

Select the Next button to page forward.

Competency: Pain Management - Level 2

Provide for effective pain management appropriate to the developmental, physical, emotional, spiritual, cultural and cognitive abilities and facility Standards.

- 1.01: Utilizes appropriate pain scales.

- 1.02: Documents pain scores, patient history related to pain management, effective alternatives, and any barriers to effective pain management.
- 1.03: Follows basic pharmacological pain management principles.
- 1.04: Utilizes non-pharmacological approaches to pain management.
- 1.05: Recognizes and responds to side effects of pharmacological pain management.
- 1.06: Initiates and monitors the immediate care of patients in pain.
- 1.07: Documents nursing interventions and patient's response to pain on appropriate form.
- 1.08: Reinforces patient and family education on pain management, importance of reporting pain and harmful effects of uncontrolled pain.

- 2.01: Assesses pain on admission and reassesses at appropriate intervals.
- 2.02: Uses knowledge of patient history and barriers to effective pain management in assessing and reassessing patient pain.
- 2.03: Develops non-pharmacologic approaches to pain when appropriate.
- 2.04: Identifies barriers to pain management and intervenes to improve outcomes.
- 2.05: Educates patient and family on pain management, importance of reporting pain and harmful effects of uncontrolled pain.
- 2.06: Assures pain management needs are addressed in discharge plan.
- 2.07: Coordinates pain management to optimize patient activities and therapies.
- 2.08: Utilizes evidence based practice to promote pain management.
- 2.09: Promotes pain management as a patient right.

Competency: Patient and Family Centered Care - Level 1

Demonstrates knowledge of and applies principles and practices associated with patient and family centered care.

- 1.01: Is able to define the Sutter Health concept of family.
- 1.02: Locates the written philosophy of care.
- 1.03: Defines 8 core principles of patient and family centered care.
- 1.04: Gives example of Patient and Family centered care solutions from own area.
- 1.05: Demonstrates patient and family centered care principles whenever interacting with patients or hospital guests.
- 1.06: Able to state at least 3 benefits of practicing patient and family centered care to the organization.
- 1.07: Identifies benefits to patients and families.
- 1.08: Understands regulatory agency requirements for patient and family centered care.
- 1.09: Completes assigned trainings(s) on Patient and Family Centered Care in a timely manner.

Competency: Patient Rights - Level 1

Demonstrates knowledge of principles and practices associated with the rights and responsibilities of patients and caregivers.

- 1.01: Locates policies on patient rights, informed consent and advance directives, as applicable to role and scope of responsibilities.
- 1.02: Applies key areas covered under patient rights to role and scope of responsibilities.
- 1.03: For those employees working in the acute care setting, demonstrates knowledge of patient rights, informed consent, and advanced directives.

Select the Next button to page forward.

Competency: Policy, Procedures, and Standards - Level 1

Utilizes industry standards, policies and procedures relevant to function and organization. These can be clinical or non-clinical in nature.

- 1.01: Complies with organizational and professional standards, as well as organizational and departmental policies and procedures.
- 1.02: Identifies common policies, procedures, and standards.
- 1.03: Obtains and reviews documentation and information on standards and their usage.
- 1.04: Applies policy, procedure, and standards documentation.
- 1.05: Identifies areas for improvement and provides feedback to the appropriate personnel.
- 1.06: Contributes to the development and implementation of specific procedures.
- 1.07: Describes control and monitoring mechanisms, tools and techniques.
- 1.08: Complies with appropriate abuse reporting requirements for the reporting of child, elderly, disabled, and other types of suspected abuse as applicable.

Select the Next button to page forward.

Competency: Privacy and Confidentiality - Level 1

Complies with privacy and confidentiality rules, policies, and procedures, including applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA).

- 1.01: Names publications, places or a local resource to refer to for policy and procedure relating to privacy and confidentiality.
- 1.02: Adheres to all aspects of privacy and confidentiality laws, regulations and policies.
- 1.03: Relates implications of privacy laws and regulations to own function.

Select the Next button to page forward.

Competency: Professional Practice - Level 2

Demonstrates role competency by utilizing critical thinking, professional judgement, teamwork and effective communication within scope of practice.

- 1.01: Collaborates with peers and supervisors to assure patient needs are met.
- 1.02: Provides input for patient rounds by communicating patient clinical status, care goals/problems and plans with team.
- 1.03: Communicates a concise, organized and thorough report.
- 1.04: Performs responsibilities to extent of license/certification and job description.
- 1.05: Seeks out educational opportunities/experiences to continually update practice.
- 2.01: Collaborates with peers and supervisors to assure patient and unit needs are met.
- 2.02: Offers assistance to others to assure patient and unit needs are met.
- 2.03: Participates in patient rounds by leading discussions regarding their patients' clinical status, care goals/problems and plans with team.
- 2.04: Communicates a concise, organized and thorough report with caregivers when patient hand offs occur including: anticipated changes, plan of care, short and long term goals, discharge and educational needs.
- 2.05: Assesses need for unit resources, support and assistance, and actively participates for resolution.
- 2.06: Delegates to other care providers to facilitate meeting patients' needs in a timely manner with follow-up to assure desired results.
- 2.07: Seeks out physicians for professional consultation and collaboration to discuss patient care issues.
- 2.08: Functions as a resource/role model for departmental and organizational standards and policies and procedures.
- 2.09: Utilizes the Chain of Command, Rapid Response Team and other resources to assure patient safety.
- 2.10: Communicates any adverse event with supervisor to manage risk to hospital.

Competency: Quality Assurance - Level 1

Demonstrates knowledge and individual behaviors that are aligned with assuring organizational quality.

- 1.01: Recognizes and appropriately reports/escalates deviations, problems, unusual occurrences and unexpected outcomes.
- 1.02: Can describe the organization's approach to performance improvement.
- 1.03: Effectively completes tasks related to quality control and/or process control.
- 1.04: Can describe and, works within, scope of practice and/or position, exercising the appropriate level of authority and responsibility.
- 1.05: Effectively communicates to ensure quality of service, products and/or care.
- 1.06: Effectively organizes, coordinates and prioritizes work to ensure quality of service, products and/or care.

Select the Next button to page forward.

Competency: Safety / Environment of Care - Level 1

Provides a safe work environment to prevent injury to self, patients, visitors, and other workforce members.

- 1.01: Wears Photo I.D. badge in accordance with dress code.
- 1.02: Identifies and reports safety hazards and/or violations, and protects the environment and patient until the situation is resolved.
- 1.03: Removes unsafe equipment from use according to policy.
- 1.04: Reports to appropriate staff any furniture that appears to be in need of repair.
- 1.05: Stores supplies, machines and equipment in their proper places.
- 1.06: Constantly observes working environment for hazards.
- 1.07: Reports immediately all close calls, accidents, and occurrences for patients, visitors and staff.
- 1.08: Uses sound judgment that promotes safety in individual situations.
- 1.09: Observes no smoking policies.
- 1.10: Reduces the risk of patient harm resulting from falls when in a patient care environment.
- 1.11: Reports or cleans spills immediately according to guidelines.
- 1.12: Understands and applies standard safety acronyms and related procedures.
- 1.13: Participates in all mandated environmental safety programs.

- 1.14: Completes assigned safety trainings in a timely fashion.
- 1.15: Reminds others of the importance of a safe environment.
- 1.16: Demonstrates awareness of risk and seeks risk reduction in own work area.
- 1.17: When working with patients, correctly identifies patient with at least two patient identifiers.

Select the Next button to page forward.

Competency: Service and Satisfaction - Level 1

Applies knowledge of practices, behaviors, applicable laws, rules and regulations governing proper conduct.

- 1.01: Complies with ethics as explained in the Sutter Health Standards for Business Conduct.
- 1.02: Adheres to all components of entity-specific Standards of Behavior/Performance/Excellence.
- 1.03: Identifies potential areas of risk and reports them appropriately.
- 1.04: Demonstrates commitment to excellence.
- 1.05: Treats all employees, medical staff members, patients, visitors and customers with respect, dignity and fairness.
- 1.06: Participates in customer (e.g., physician, patient) service efforts, contributing to high customer satisfaction.
- 1.07: Holds self and peers accountable to uphold the Standards of Behavior/Performance/Excellence.
- 1.08: Aligns individual behavior with organizational goals and values.

Select the Next button to page forward.

Principal Accountabilities Rating

Overall Principal Accountabilities Rating

Please choose the rating which best describes the performance in regards to Principal Accountabilities and then select the Next button to page forward to the next section.

■ Manager's assessment

Rating

Strong Performer

Comments

2012 – 2013 Principle Accountability Metrics

Finance: Strong Performer-15% Weight: Unit Based

☐ Strong Performer- Appropriate use of resources and supplies. (2012 budget over by 200K - mostly supplies due to BF status)

People: Growth Needed- 15% Weight: Unit Based

☐ Growth Needed- Improve our teamwork among departments to improve patient care. (Overall EOW composite score will improve by 5%. (2012 78%))

Quality: Growth Needed- 30% Weight: CLABSI (50%) and BMQI (50%)

☐ Growth Needed- Improvement in NICU CLABSI rates. Measurements from July 2012-March 2013. (5 in 2011; 5 in 2012; 0 YTD 2013)

☐ Growth Needed- Improvement in % of babies <1500gms discharged receiving mother's breast milk. Measurements from July 2012-March 2013. (63% - 66% previous year = no improvement)

☐

Growth: Exceeds Expectation- 20% Weight: Hospital (50%) and Unit Based (50%)

☐ Exceeds Expectations- Time of discharge will be 1pm for the majority of our patients (75%). Daily audits will be performed. (73% of discharges at 1pm)

☐ Exceeds Expectations- The NICU's ability to receive transports from outside facilities. (Accepted all transfers - in 2012)

☐

Service = Growth Needed- 20% weight: Hospital (50%) and Unit (50%)

☐ Growth Needed - Inpatient Patient Satisfaction Scores (Press Ganey)

☐ Growth Needed - NICU Patient Satisfaction Scores

Community: N/A

Overall Rating: Strong Performer

Competencies Rating

Overall Competencies Rating

Please choose the rating which best describes whether or not all competencies were met. Use the comment field if the required proficiency level was not met, or if this particular employee's role requires a higher level of proficiency. Please also indicate the Type of Patient Care Provided in the Additional Information section under the Comments area below. When done, select the Next button to page to the next section.

■ **Manager's assessment**

Rating

All Competencies Met/New Comp Not Met - No deduction

Comments

(b) (6) meets expectations.

Performance Goals (if applicable)

Performance Goals Rating (if applicable)

It is not mandatory for Non-Exempt employees to use the Goal plan; however, if the employee being evaluated had goals in their plan, select a rating which best reflects the extent to which those goals have or have not been achieved. To view the employee's goal plan, save the review, click the drop down arrow in the Module section above and choose Goal Plan. If the goal plan was not used, click the box next to Not Applicable. When done, select the Next button to page to the next section.

■ **Manager's assessment**

Rating

Not Applicable

Comments

No comments entered

How Results Were Achieved

Excellence & Quality

- Demonstrates ability to assess a situation, consider options and choose an appropriate course of action. Utilizes appropriate resources to effectively resolve the issue.
- Proactively identifies vs. reacts to problems/issues.
- When appropriate, seeks guidance and direction to complete tasks, including asking appropriate questions and seeking needed clarification.
- Consistently produces error free work with appropriate level of supervision, even when quantity increases.
- Identifies new/different ways to improve upon how things are done and takes appropriate action to make it happen.
- Actively participates in quality improvement initiatives/activities in unit/department/entity, including bringing out of date policies and procedures to supervisor's attention.
- Communicates with others (both internal and external) in a positive and effective manner.
- Meets timelines and deadlines, effectively balancing priorities even in the face of high volume or emergency situations.

Select the Next button to page forward.

■ **Manager's assessment**

Rating

Exceeds Expectations

Comments

(b) (6) arrives to work on time and is flexible when receiving assignments. (b) (6) meets all deadlines and time lines. Completes mandated education, and attends staff meetings to stay current on changes and expectations. Was an instructor at a booth (b) (6) helped create, for Skills Faire, and did a very good job. (b) (6) is a member of the (b) (6), (b) (7)(C). This year (b) (6) completed one discharge phone call, filled out several PSRs, primaried 7 patients, and has willingly worked with nursing students, providing them good hands on experience.

(b) (6) is known for (b) (6) attention to detail and applies this to (b) (6) accountabilities as a nurse working at SMCS, and at the bedside. Recently (b) (6) found a discrepancy when the ID band numbers for (b) (6), (b) (7)(C) matched but didn't match was entered into the computer printout from (b) (6). (b) (6) followed through with (b) (6) and the error was corrected appropriately. (b) (6) managed (b) (6) up, and the parents were impressed with (b) (6) taking care of this so efficiently. (me too!) (b) (6) completed the required PSR accordingly.

Compassion & Caring

- Demonstrates excellent customer service skills, including handling customer needs in a competent and knowledgeable manner, responding promptly to needs and questions.
 - Takes personal ownership of issues (e.g. Customer Service, Operational), seeing them through to resolution. Solves the problem or takes it to appropriate person for resolution.
 - Demonstrates appropriate work behaviors that are sensitive to the work environment, including talking softly in patient care and support areas and acknowledging patients/visitors promptly.
 - Demonstrates professionalism when faced with situations requiring conflict resolution (includes other Sutter employees/departments, MDs, patients, patient family, visitors, etc.) - listens to problem/issue, responds calmly and positively, and seeks to resolve situation in non-defensive manner.
- Select the Next button to page forward.

■ Manager's assessment

Rating

Role Model

Comments

(b) (6) provides excellent care to (b) (6) patients and their families. (b) (6) is skillful at explaining cares, and engaging families, making them feel welcome and calming them as (b) (6) explains how (b) (6), (b) (7)(C) is doing. (b) (6) is a strong patient and family advocate. (b) (6) works closely with members of the (b) (6), (b) (7)(C) to identify needs, implement a plan for optimum outcomes (such as MSW, lactation support, OT/PT, Speech, case management, RT, MD, Child Life). (b) (6) notifies (b) (6), (b) (7)(C) when the patient condition changes or (b) (6) has a concern. (b) (6) is supportive of family centered care, (b) (6), (b) (7)(C), and (b) (6), (b) (7)(C) nursing. (b) (6) will work hard to ensure needs are met for both the patient and the family.

This past year, (b) (6) has been a (b) (6), (b) (7)(C) nurse for 7 patients: (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) has been acknowledged by (b) (6), (b) (7)(C) for the great job (b) (6) did working with a reluctant family, who really did not want to come in and take their (b) (6), (b) (7)(C) home. They were not happy, but (b) (6) noticed that (b) (6) did a terrific job and (b) (6) appreciated. (b) (6) was patient and considerate, and completed all teaching prior to them leaving. (A thank you card was mailed to (b) (6) about this).

(b) (6) received a Sutter Spirit note from (b) (6), (b) (7)(C) sharing: "(b) (6), you are wonderful nurse. You made me feel so comforted and you cared so much that I understood how to deal with (b) (6), (b) (7)(C). I'm so thankful for your great advice and care. You are a great person with a beautiful personality. I am grateful for having you as (b) (6), (b) (7)(C) nurse for (b) (6) stay at Sutter." Parent comments during the discharge phone call process include: "(b) (6), (b) (7)(C) was great!!". "(b) (6), (b) (7)(C) seemed to care a lot.". "(b) (6), (b) (7)(C) gave great care", and "(b) (6), (b) (7)(C) did a great job!"

Honesty & Integrity

- Protects confidential information including patient, organization, and employee information. Does not discuss confidential information with or in front of anyone - including other employees, patients, friends, family, business or social acquaintances, customers, suppliers or others - unless appropriate procedures to release information have been followed or the individual is in a recognized "need to know" role.
 - Recognizes and takes accountability for personal actions or inaction. Fully tells/discloses information to appropriate individuals.
 - Appropriately creates and/or handles documents and records, maintaining the integrity of information and confidentiality.
- Select the Next button to page forward.

■ Manager's assessment

Rating

Strong Performer

Comments

(b) (6) handles all personal patient and employee information with utmost integrity, disclosing information only as is appropriate. Is mindful of the confidential nature of our families, the circumstances surrounding (b) (6), (b) (7)(C), and respects their need for privacy. (b) (6) strives to chart clearly and completely, including all discharge teaching completed. Adheres to the Standards of Excellence by not participating in unit gossip and seeking out a member of the leadership team when needed.

Teamwork

- Willingly accepts work direction from supervisor and appropriate team members.
- Supports new processes, procedures, other changes in work methods.
- Maintains positive and cooperative relationships within own work team and all other departments, shifts, and other Sutter Health entities. Positively interacts with others with different skills, abilities, and backgrounds.
- Seeks others' ideas and opinions.

- Notices when other employees are under pressure to complete work or are experiencing other difficulties and offers to lend a hand to help them.
 - Amount of work completed meets or exceeds job standards. Consistently carries fair share of the work.
 - Demonstrates flexibility: Willingly accepts work assignments that are not primary accountabilities; willingly takes on extra work; is flexible with work location, department, unit, shift assignment and necessary changes in processes and workflow.
 - Exhibits flexibility to changing conditions and workflows. Understands and accepts that sometimes change results in more work or relearning of processes, procedures and work methods.
 - Proactively seeks training and development to learn new technology/equipment/techniques, etc.
 - Cross-trains and/or shares acquired knowledge, skills, techniques, etc. with peers to strengthen the team.
 - Stays current regarding employee communications and organization/facility/department issues.
 - Demonstrates effective time management skills, including attending to personal business on own time.
 - Does not let personal issues disrupt work environment.
- Select the Next button to page forward.

■ Manager's assessment

Rating

Exceeds Expectations

Comments

(b) (6), (b) (7)(C) arrives to work on time and is flexible in receiving assignments and works in (b) (6), (b) (7)(C) areas, and (b) (6), (b) (7)(C) as needed. (b) (6), (b) (7)(C) organizes (b) (6), (b) (7)(C) workload and completes (b) (6), (b) (7)(C) duties by the end of (b) (6), (b) (7)(C) shift. (b) (6), (b) (7)(C) documents charts in a timely fashion, including all teaching done. (b) (6), (b) (7)(C) willingly accepts student nurses to be with (b) (6), (b) (7)(C) and gives them hands on experience. (b) (6), (b) (7)(C) welcomes Volunteers, engages them in conversation, and finds meaningful work for them to do. (b) (6), (b) (7)(C) notices when other employees are under pressure to complete work and lends them a helping hand. Is a resource for float staff working in (b) (6), (b) (7)(C) area.

(b) (6), (b) (7)(C) will seek out resource personnel when (b) (6), (b) (7)(C) has question or need, and keeps the UC updated as to changes with (b) (6), (b) (7)(C) patients. (b) (6), (b) (7)(C) is a staunch supporter of the 'green sheet' to guide staff for all things relating to a discharge, and is a resource for staff in this area as well. I find (b) (6), (b) (7)(C) input when I am rounding invaluable, and it helps with planning as we identify who may be going home and what is needed. (b) (6), (b) (7)(C) readily works with the members of the (b) (6), (b) (7)(C) to meet the needs of patients and families. Charges LOVE that (b) (6), (b) (7)(C) is willing to come in and help out when the unit is busy and we need more staff to cover assignments. (b) (6), (b) (7)(C) manages (b) (6), (b) (7)(C) peers up and is very good about sharing when (b) (6), (b) (7)(C) sees others go up and beyond. This is another fine example of teamwork!

Community

- Positively represents and supports the organization when talking to others within the organization (including within the department/unit and among other employees) and to others, such as vendors, patients, guests, and visitors.
 - Supports our not-for-profit mission and the community benefit programs, services and activities sponsored by the organization.
- Select the Next button to page forward.

■ Manager's assessment

Rating

Strong Performer

Comments

(b) (6), (b) (7)(C) represents the organization well. (b) (6), (b) (7)(C) reflects the values and mission of Sutter Health. I wish to congratulate (b) (6), (b) (7)(C) on (b) (6), (b) (7)(C) of service!

Outside of work (b) (6), (b) (7)(C) precepts students from CSUS and ARC. (b) (6), (b) (7)(C) is (b) (6), (b) (7)(C) for Camp Keepsake in Southern California, a camp for adult cancer patients. (Amazing (b) (6), (b) (7)(C) !)

Universal Requirements

Universal Requirements

Review the Universal Requirements below and rate whether or not they were met. If a requirement was not met please document in the Comment field below along with any Required Licensure and Continuing Education information.

- New Employee Requirements (if applicable), including General/Department Orientation and Completion of all New Hire Requirements
- Completes annual Purified Protein Derivative (PPD) Testing (if applicable)
- Environment of Care (Safety) Training (if applicable), including: Injury/Illness Prevention; Electrical Safety; Fire Procedures; Infection Control/Exposure Control; Hazard Communication; Disaster & Emergency Procedures; Hazardous Waste Disposal

- Actively demonstrates and adheres to service excellence/Sutter Difference Standards
 - Completes Standards of Business Conduct/Compliance Training
 - Records time in accordance with the Policy
 - Complies with Attendance Policy
 - Complies with Dress Code
 - Maintains a working knowledge of and adheres to organization, department and professional standards, policies, procedures and protocols
 - List any Required Licensure, Certification and/or Registration and Other Position/Department Specific Required Training in the Comment field below
 - Document all Continuing Education in the Comment field below
- Select the Next button to page forward.

■ **Manager's assessment**

Rating

Yes, Met Requirements

Comments

Universal Requirements

RN License- Active and Current

CPR and NRP- Current

Mandatory Education-Skills Fair, eLearning, all other unit & hospital based education

(b) (6) worked with others to create and work a booth at the 2013 (b) (6), (b) Skills Faire! Did a great job!

Performance Review

2013-2014 Non-Exempt Performance Review 1 1

From Jun 1, 2013 to May 31, 2014



Employee: (b) (6), (b) (7)(C)

Manager: (b) (6), (b) (7)(C)

Overview

Status: Closed

Step: N/A

Step Due Date: N/A

Author: (b) (6), (b) (7)(C)

Final Comments

Manager's assessment

No comments entered

Acknowledgement Comments

Manager's assessment

No comments entered

Employee's self-assessment

Thank you for this review!

Overall Summary

Manager's assessment

Overall Rating

Exceeds Expectations

Comments

(b) (6) is a respected and valued member of (b) (6), (b) (7)(C) participates in quality improvement initiatives and is a strong supporter of family centered care. (b) (6) is a very good patient and family advocates, and works well with others. It is always a pleasure to work with (b) (6).

DEFINITIONS ONLY: What was Achieved - Principal Accountabilities and Competencies (INFORMATIONAL - NO RATINGS IN THIS SECTION)

Accountability: Community- Promotes a positive relationship between Sutter Health.

Community- Promotes a positive relationship between Sutter Health and the community.

Accountability: Finance - Utilizes resources to deliver quality care in a safe,

Finance - Utilizes resources to deliver quality care in a safe, efficient, and cost-effective manner.

Accountability: Growth - Actively manages patient/family plan of care throughout.

Growth - Actively manages patient/family plan of care throughout the hospitalization to achieve optimal transition and progression toward discharge for patient/family.

Accountability: People -Coordinates the activities of the health care team in a

People -Coordinates the activities of the health care team in a professional manner according to the Standards of Excellence promoting a positive work environment.

Accountability: Quality- Provides optimal care to patients' and family which is

Quality- Provides optimal care to patients' and family which is collaborative, evidence based and meets national/ facility standards to achieve the best possible outcome.

Accountability: Service - Cares for patient/family according to the Sutter Difference.

Service - Cares for patient/family according to the Sutter Difference Standards and activities ensuring the best patient/ family experience.

Competency: Age Specific Care - General - Level 1

Uses age-specific developmental principles when providing care and other health related services for patients.

1.01: Identifies the physical and developmental age of population to whom care is being provided.

1.02: Identifies the physical, intellectual, and developmental characteristics of the population to whom care is being provided.

1.03: Recognizes suspected abuse or neglect and reports appropriately.

- 1.04: Provides a safe environment based on patient's age and developmental level.
- 1.05: Implements care, interventions and/or work procedures required, based on the patient's age and developmental level.
- 1.06: Involves family in care as patient's age, developmental level and wishes dictate.
- 1.07: Utilizes techniques to de-stress patient from treatment/hospitalization as appropriate for patient's age and developmental level.
- 1.08: Assesses pain using age-specific indicators.
- 1.09: Identifies developmental and social needs of patient at appropriate age levels.

Competency: Clinical Management of Patients (Licensed Professionals) - Level 2

Demonstrates safety, proficiency, consideration for patients developmental, physical, emotional, spiritual, cultural and cognitive level as well as knowledge of technical functions required in the accomplishment of patient care activities, including: all types of patient care equipment, medication administration, IV management, including administration of blood/blood products, specimen collection, mobility/immobility issues, and computerized cl

- 1.01: Understands indications for patient therapy and/or procedural intervention.
- 1.02: Implements appropriate patient care interventions as directed within scope of practice.
- 1.03: Demonstrates proficiency in equipment set-up, operation and troubleshooting appropriate to the patient population.
- 1.04: Recognizes abnormal findings and takes appropriate actions.
- 1.05: Gathers clinical data according to patient care standards.
- 1.06: Reinforces patient and family education.
- 1.07: Ensures patient safety.
- 1.08: Mentors peers related to patient therapy and/or procedural intervention.
- 2.01: Interprets and decides upon care priorities in emergent situations.
- 2.02: Recognizes and understands indications for patient therapy and/or procedural intervention.
- 2.03: Coordinates the care of the patient therapy.
- 2.04: Manages patients according to best practices including CMS Core Measures, JCAHO Standards, Patient Safety Goals and Sutter Clinical Initiatives.
- 2.05: Recognizes potential complications and implements appropriate interventions.
- 2.06: Educates patient and family regarding disease process and overall management.
- 2.07: Prepares patient and family regarding purpose of the indicated therapy and/or procedural intervention.
- 2.08: Works with patient and family to receive input and answer questions.

Competency: Code Blue - Level 2

Uses the protocols and procedures for cardiopulmonary resuscitation.

- 1.01: Recognizes emergency and intervenes.
- 1.02: Activates facility code blue response.
- 1.03: Uses basic life support techniques to provide immediate resuscitation until team arrives.
- 1.04: Provides coverage for others participating in situation.
- 2.01: Controls the emergent environment.
- 2.02: Provides problem solving during emergency situation.
- 2.03: Monitors adherence to Basic Life Support (BLS) guidelines in resuscitation efforts.
- 2.04: Assures support of family and patient during BLS phase of code blue.
- 2.05: Handles medications, documentation; assists with procedures.
- 2.06: Recognizes changes in patient condition prior to deterioration into code event, assesses changes and seeks interventions to prevent deterioration.
- 2.07: Establishes line placement.

Competency: Cultural Competence/Diversity - Level 1

Applies knowledge of practices and behaviors governing culturally appropriate interactions with all individuals encountered in the work environment. These can be clinical or non-clinical in nature.

- 1.01: Uses appropriate resources to address language/communication barriers.
- 1.02: Treats all employees, medical staff members, patients, visitors and customers with respect, dignity and fairness.
- 1.03: Participates in Cultural Competence and Diversity trainings as assigned.
- 1.04: Aligns individual behavior with organizational diversity and cultural competence values.
- 1.05: Performs job specific competencies in a culturally sensitive manner.
- 1.06: Holds self and peers accountable to uphold the Standards of Behavior/Performance/ Excellence regardless of race ethnicity, culture, religious affiliation, disability, socioeconomic background, education, sexual orientation, marital status, gender, age or position.
- 1.07: Demonstrates awareness of and complies with applicable laws, rules and regulations related to cultural differences.

1.08: Supports an inclusive work environment by actively discouraging negative stereotypes, including but not limited to cultural, racial, religious, age, disability, socioeconomic, educational, sexual orientation, marital status, or gender.

Select the Next button to page forward.

Competency: Emergency Management and Disaster Response - Level 1

Participates in the mitigation, preparedness, response, and recovery activities regarding the management of emergencies.

- 1.01: Demonstrates awareness of emergency codes.
- 1.02: Able to state personal role during an emergency event.
- 1.03: Able to state department's role during an event.
- 1.04: Demonstrates awareness of the incident command system used for emergency events.
- 1.05: States the five (5) functional Incident Command System (ICS or HICS) groups and their functions.
- 1.06: ICS / HICS: Specifies the chain of command to obtain supplies and equipment.
- 1.07: Able to recognize a Haz Mat event (incl. Chemical and Bio Terrorism).
- 1.08: Demonstrates knowledge to keep self safe (S) in the event of a Haz Mat event.
- 1.09: Haz Mat: Knows how to isolate the patient or area (I) in case of a Haz Mat event.
- 1.10: Haz Mat: Knows which notifications to make (N).
- 1.11: Participates in emergency management drills / events.

Select the Next button to page forward.

Competency: Equipment and Supplies - Level 1

Applies knowledge of technologies, equipment, and supplies. These can be medical or non-medical in nature.

- 1.01: Identifies major types of technologies, equipment, and supplies used within the service/care function.
- 1.02: Identifies safety considerations and procedures for operators and patients.
- 1.03: Resolves basic equipment problems or malfunctions.
- 1.04: Operates the particular technology, equipment, or supply, and produces relevant reports or output.
- 1.05: Discusses operational issues and considerations for the specific technology, equipment, or supply.
- 1.06: Cognizant of the basic technical infrastructure in the local environment.
- 1.07: Cleans equipment as specified by department standards.

Competency: Health Information Management - Level 1

Ability to document, maintain and process patient information within current legal requirements and privacy laws.

- 1.01: Maintains and enforces patient confidentiality and privacy laws, policies and procedures.
- 1.02: Identifies the steps in initial setup and maintenance of documentation process.
- 1.03: Works with an automated health information application.
- 1.04: Delineates and complies with security and access control processes to protect privacy and information.
- 1.05: Identifies common types of information maintained on patients.
- 1.07: Describes and complies with organization's health information management procedures and policies.
- 1.08: Locates published guidelines and other sources of information on health information keeping. May participate in charge capture, coding and/or billing of procedures and/or diagnoses.

Competency: Healthcare Information Systems - Level 1

Utilizes industry and organization applications and databases that contain medical, patient, and healthcare information.

- 1.01: Identifies health information system applications used within facility.
- 1.02: Describes the type of information maintained in systems.
- 1.03: Specifies key functions addressed by core applications.
- 1.04: Locates relevant documentation and systems support information.
- 1.05: Appropriately utilizes specific systems and applications as they relate to job functions.
- 1.06: Describes the type of information maintained in specific systems and applications.
- 1.07: Defines roles and responsibilities of users, administrators, and systems support staff.

Select the Next button to page forward.

Competency: Implementation of the Nursing Process - Level 1

Assesses, plans, coordinates, implements and evaluates nursing care appropriate to the developmental, physical, cultural, emotional, spiritual and cognitive abilities of the patient.

- 1.01: Determines assessment priorities and initiates thorough or focal assessment based on needs, age, developmental and cognitive level of patient.
- 1.02: Ensures that assessments and reassessments are performed according to facility standards and patient needs.
- 1.03: Takes appropriate action when assessment reveals deviations from patient norm, unusual or life-threatening findings.
- 1.04: Completes the health history with the patient and/or family.
- 1.05: Utilizes gathered data to plan, deliver and evaluate care.
- 1.06: Develops and implements patient plan of care in partnership with the patient and family.
- 1.07: Performs nursing interventions directly or through delegation and evaluates patient response.
- 1.08: Makes appropriate nursing judgments based on assessment and reassessment data.
- 1.09: Evaluates actual outcomes against goals and updates plans of care based on patient progress.
- 1.10: Identifies the patients discharge planning needs and initiates appropriate referrals.
- 1.11: Documents thoroughly and accurately in the patient record according to facility standards.

Competency: Infection Control - Level 2

Utilizes knowledge of patient safety and error prevention and applies appropriate processes and procedures to minimize the spread of infection and disease.

- 1.01: Demonstrates awareness of and applies standard (universal) precautions consistently, and encourages others do to so.
- 1.02: Understands and adheres to facility policies, procedures, and standards regarding infection prevention and control.
- 1.03: Consistently complies with facility policy on transmission-based precautions.
- 2.01: Educates peers and/or patients and families regarding prevention and control of infection.
- 2.02: Demonstrates knowledge of infections and methods to reduce risk of transmission.
- 2.03: May work with Infection Control to establish policies and procedures to reduce the risk of transmission.

Competency: Information Management - Level 1

Ability to manage the flow and content of information following standard procedure.

- 1.01: Generates and reviews information (e.g. reports, results, films, correspondence), recognizes problems and appropriately escalates.
- 1.02: Uses the appropriate mode (e.g. phone, fax, mail, electronic) to disseminate a variety of information to the appropriate party.
- 1.03: Receives a variety of information from internal/external sources, reviews and takes appropriate action.
- 1.04: Receives requests for information and follows established protocol to respond appropriately.
- 1.05: Stores information, documents and records according to standard procedures.
- 1.06: Accurately retrieves and/or compiles data or information upon request, within established timeframes.
- 1.07: May enter information to capture charges for tests, products and/or services.

Competency: Licensing and Accreditation - Level 1

Applies knowledge and understanding of legislation and regulatory bodies to healthcare practices.

- 1.01: Summarizes the laws governing privacy and patient rights.
- 1.02: Adheres to work-related aspects covered by legal, regulatory and accreditation standards and policies.
- 1.03: Implements and monitors adherence to a specific aspect of legislation.
- 1.04: Identifies a specific healthcare policy and relates it to the specific law or regulation.
- 1.05: Recognizes situations or conditions with potential legal, regulatory and accreditation non-compliance and escalates appropriately through the chain of command.
- 1.06: Identifies major federal and state legislation, industry regulatory bodies and accreditation bodies.
- 1.07: Locates additional information regarding relevant legal issues.

Select the Next button to page forward.

Competency: Pain Management - Level 2

Provide for effective pain management appropriate to the developmental, physical, emotional, spiritual, cultural and cognitive abilities and facility Standards.

- 1.01: Utilizes appropriate pain scales.
- 1.02: Documents pain scores, patient history related to pain management, effective alternatives, and any barriers to effective pain management.
- 1.03: Follows basic pharmacological pain management principles.
- 1.04: Utilizes non-pharmacological approaches to pain management.
- 1.05: Recognizes and responds to side effects of pharmacological pain management.
- 1.06: Initiates and monitors the immediate care of patients in pain.

- 1.07: Documents nursing interventions and patient's response to pain on appropriate form.
- 1.08: Reinforces patient and family education on pain management, importance of reporting pain and harmful effects of uncontrolled pain.
- 2.01: Assesses pain on admission and reassesses at appropriate intervals.
- 2.02: Uses knowledge of patient history and barriers to effective pain management in assessing and reassessing patient pain.
- 2.03: Develops non-pharmacologic approaches to pain, when appropriate.
- 2.04: Identifies barriers to pain management and intervenes to improve outcomes.
- 2.05: Educates patient and family on pain management, importance of reporting pain and harmful effects of uncontrolled pain.
- 2.06: Assures pain management needs are addressed in discharge plan.
- 2.07: Coordinates pain management to optimize patient activities and therapies.
- 2.08: Utilizes evidence based practice to promote pain management.
- 2.09: Promotes pain management as a patient right.

Competency: Patient Rights - Level 1

Demonstrates knowledge of principles and practices associated with the rights and responsibilities of patients and caregivers.

- 1.01: Locates policies on patient rights, informed consent and advance directives, as applicable to role and scope of responsibilities
- 1.02: Applies key areas covered under patient rights to role and scope of responsibilities.
- 1.03: For those employees working in the acute care setting, demonstrates knowledge of patient rights, informed consent, and advanced directives.

Select the Next button to page forward.

Competency: Patient and Family Centered Care - Level 1

Demonstrates knowledge of and applies principles and practices associated with patient and family centered care.

- 1.01: Is able to define the Sutter Health concept of family.
- 1.02: Locates the written philosophy of care.
- 1.03: Defines 8 core principles of patient and family centered care.
- 1.04: Gives example of Patient and Family centered care solutions from own area.
- 1.05: Demonstrates patient and family centered care principles whenever interacting with patients or hospital guests.
- 1.06: Able to state at least 3 benefits of practicing patient and family centered care to the organization.
- 1.07: Identifies benefits to patients and families.
- 1.08: Understands regulatory agency requirements for patient and family centered care.
- 1.09: Completes assigned trainings(s) on Patient and Family Centered Care in a timely manner.

Competency: Policy, Procedures, and Standards - Level 1

Utilizes industry standards, policies and procedures relevant to function and organization. These can be clinical or non-clinical in nature.

- 1.01: Complies with organizational and professional standards, as well as organizational and departmental policies and procedures.
- 1.02: Identifies common policies, procedures, and standards.
- 1.03: Obtains and reviews documentation and information on standards and their usage.
- 1.04: Applies policy, procedure, and standards documentation.
- 1.05: Identifies areas for improvement and provides feedback to the appropriate personnel.
- 1.06: Contributes to the development and implementation of specific procedures.
- 1.07: Describes control and monitoring mechanisms, tools and techniques.
- 1.08: Complies with appropriate abuse reporting requirements for the reporting of child, elderly, disabled, and other types of suspected abuse as applicable.

Select the Next button to page forward.

Competency: Privacy and Confidentiality - Level 1

Complies with privacy and confidentiality rules, policies, and procedures, including applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA).

- 1.01: Names publications, places or a local resource to refer to for policy and procedure relating to privacy and confidentiality.
- 1.02: Adheres to all aspects of privacy and confidentiality laws, regulations and policies.
- 1.03: Relates implications of privacy laws and regulations to own function.

Select the Next button to page forward.

Competency: Professional Practice - Level 2

Demonstrates role competency by utilizing critical thinking, professional judgement, teamwork and effective communication within scope of practice.

- 1.01: Collaborates with peers and supervisors to assure patient needs are met.
- 1.02: Provides input for patient rounds by communicating patient clinical status, care goals/problems and plans with team.
- 1.03: Communicates a concise, organized and thorough report.
- 1.04: Performs responsibilities to extent of license/certification and job description.
- 1.05: Seeks out educational opportunities/experiences to continually update practice.
- 2.01: Collaborates with peers and supervisors to assure patient and unit needs are met.
- 2.02: Offers assistance to others to assure patient and unit needs are met.
- 2.03: Participates in patient rounds by leading discussions regarding their patients' clinical status, care goals/problems and plans with team.
- 2.04: Communicates a concise, organized and thorough report with caregivers when patient hand offs occur including: anticipated changes, plan of care, short and long term goals, discharge and educational needs.
- 2.05: Assesses need for unit resources, support and assistance, and actively participates for resolution.
- 2.06: Delegates to other care providers to facilitate meeting patients' needs in a timely manner with follow-up to assure desired results.
- 2.07: Seeks out physicians for professional consultation and collaboration to discuss patient care issues.
- 2.08: Functions as a resource/role model for departmental and organizational standards and policies and procedures.
- 2.09: Utilizes the Chain of Command, Rapid Response Team and other resources to assure patient safety.
- 2.10: Communicates any adverse event with supervisor to manage risk to hospital.

Competency: Quality Assurance - Level 1

Demonstrates knowledge and individual behaviors that are aligned with assuring organizational quality.

- 1.01: Recognizes and appropriately reports/escalates deviations, problems, unusual occurrences and unexpected outcomes.
- 1.02: Can describe the organization's approach to performance improvement.
- 1.03: Effectively completes tasks related to quality control and/or process control.
- 1.04: Can describe and, works within, scope of practice and/or position, exercising the appropriate level of authority and responsibility.
- 1.05: Effectively communicates to ensure quality of service, products and/or care.
- 1.06: Effectively organizes, coordinates and prioritizes work to ensure quality of service, products and/or care.

Select the Next button to page forward.

Competency: Safety / Environment of Care - Level 1

Provides a safe work environment to prevent injury to self, patients, visitors, and other workforce members.

- 1.01: Wears Photo I.D. badge in accordance with dress code.
- 1.02: Identifies and reports safety hazards and/or violations, and protects the environment and patient until the situation is resolved.
- 1.03: Removes unsafe equipment from use according to policy.
- 1.04: Reports to appropriate staff any furniture that appears to be in need of repair.
- 1.05: Stores supplies, machines and equipment in their proper places.
- 1.06: Constantly observes working environment for hazards.
- 1.07: Reports immediately all close calls, accidents, and occurrences for patients, visitors and staff.
- 1.08: Uses sound judgment that promotes safety in individual situations.
- 1.09: Observes no smoking policies.
- 1.10: Reduces the risk of patient harm resulting from falls when in a patient care environment.
- 1.11: Reports or cleans spills immediately according to guidelines.
- 1.12: Understands and applies standard safety acronyms and related procedures.
- 1.13: Participates in all mandated environmental safety programs.
- 1.14: Completes assigned safety trainings in a timely fashion.
- 1.15: Reminds others of the importance of a safe environment.
- 1.16: Demonstrates awareness of risk and seeks risk reduction in own work area.
- 1.17: When working with patients, correctly identifies patient with at least two patient identifiers.

Select the Next button to page forward.

Competency: Service and Satisfaction - Level 1

Applies knowledge of practices, behaviors, applicable laws, rules and regulations governing proper conduct.

- 1.01: Complies with ethics as explained in the Sutter Health Standards for Business Conduct.
- 1.02: Adheres to all components of entity-specific Standards of Behavior/Performance/Excellence.
- 1.03: Identifies potential areas of risk and reports them appropriately.
- 1.04: Demonstrates commitment to excellence.
- 1.05: Treats all employees, medical staff members, patients, visitors and customers with respect, dignity and fairness.
- 1.06: Participates in customer (e.g., physician, patient) service efforts, contributing to high customer satisfaction.
- 1.07: Holds self and peers accountable to uphold the Standards of Behavior/Performance/Excellence.
- 1.08: Aligns individual behavior with organizational goals and values.

Select the Next button to page forward.

Principal Accountabilities Rating

Overall Principal Accountabilities Rating

Please choose the rating which best describes the performance in regards to Principal Accountabilities and then select the Next button to page forward to the next section.

■ Manager's assessment

Rating

Exceeds Expectations

Comments

2013-2014 Principle Accountability Metrics

FINANCE: Growth Needed – 15% Weight: Unit Based

Growth Needed- To improve the appropriate use of resources and supplies. (GOAL: To meet or reduce the amount of Donor Breast Milk charges and Liquid Protein charges by standardizing mixing times, storage, and increasing mother's milk supply.)

PEOPLE: Strong Performer – 15% Weight: Unit Based

Strong performer- Improve our teamwork among departments to improve patient care. (GOAL: To ensure situational SBAR is used in all calls to health care team members when specific patient needs are being shared.)

QUALITY: Role Model -30% Weight: Unit Based -CLABSI (50% wt.) and BMQI (50% wt.)

Role Model –Improvement in NICU CLABSI rates. Measurements from July 2013 - May 2014 (5 in 2012-2013; 0 in 2013-2014).

Exceeds Expectations- Improvement in % babies <1500 gms at birth, discharged receiving mother's breast-milk. Measurements from July 2013 -May 2014 (2012-2013 = 63%; 2013-2014=66%).

GROWTH: Exceeds Expectations -20% Weight: Unit Based (50% wt.) and Hospital Based (50% wt.)

Strong Performer –Time of discharge will be by 1300 for the majority of our patients (75%). Daily audits performed. (2013-2014 = 70% of discharges by 1300)

Role Model – Our partnership with our service lines is what defines SMCS as a referral hospital with specialized care across California and the nation. Key to this is the national recognition through the various certifications for care excellence in patient disease populations.

SERVICE: Strong Performer -20% Weight: Hospital Based (50% wt.) and Unit Based (50% wt.)

Growth Needed – Overall Inpatient Patient Satisfaction Scores measure by HCAHPS. (5 to 7 service area domains at National Achievement Threshold.)

Exceeds Expectations –NICU Partnership Council Goals- NICU Patient Satisfaction Scores:

- 1. Maintain and/or improve restfulness of NICU setting (51-74th Percentile Rank.)
- 2. Improve Responsiveness domain by improving the 'emotional needs' of the family (51-74th Percentile Rank).

COMMUNITY: N/A (Measured in Personal Metrics section)

OVERALL RATING: Exceeds Expectations (with a total score of 3.3)

KEY: R= 3.75-4.0 E=3.25-3.74 S=2.5-3.24 G=2.49-1.5 I=1.49 OR LESS

Competencies Rating

Overall Competencies Rating

1. Choose the rating which best describes whether or not all competencies were met.
2. Use the comment field if the required proficiency level was not met, or if this particular employee's role requires a higher level of proficiency.
3. Indicate the Type of Patient Care Provided in the Additional Information section under the Comments area below.
4. When done, select the Next button to page to the next section.

■ Manager's assessment

Rating

All Competencies Met/New Comp Not Met - No deduction

Comments

Meets expectations.

Performance Goals (if applicable)

Performance Goals Rating (if applicable)

It is not mandatory for Non-Exempt employees to use the Goal plan; however, if the employee being evaluated had goals in their plan, select a rating which best reflects the extent to which those goals have or have not been achieved.

1. To view the employee's goal plan, save the review, click the drop down arrow in the Module section above and choose Goal Plan.
2. If the goal plan was not used, click the box next to Not Applicable. When done, select the Next button to page to the next section.

■ Manager's assessment

Rating

Not Applicable

Comments

No comments entered

How Results Were Achieved

Excellence & Quality

- Demonstrates ability to assess a situation, consider options and choose an appropriate course of action. Utilizes appropriate resources to effectively resolve the issue.
- Proactively identifies vs. reacts to problems/issues.
- When appropriate, seeks guidance and direction to complete tasks, including asking appropriate questions and seeking needed clarification.
- Consistently produces error free work with appropriate level of supervision, even when quantity increases.
- Identifies new/different ways to improve upon how things are done and takes appropriate action to make it happen.
- Actively participates in quality improvement initiatives/activities in unit/department/entity, including bringing out of date policies and procedures to supervisor's attention.
- Communicates with others (both internal and external) in a positive and effective manner.
- Meets timelines and deadlines, effectively balancing priorities even in the face of high volume or emergency situations.

Select the Next button to page forward.

■ Manager's assessment

Rating

Exceeds Expectations

Comments

■■■■ arrives to work on time, smiling, and ready to begin ■■■■ day. ■■■■ is flexible when receiving assignments. ■■■■ submits an approved completed Kronos time card. ■■■■ finishes all mandated education (NovaStat) and eLearning modules within established time lines. Stays current on expectations and changes through participation on the Clinical Practice Committee (b) (6), (b) (7)(C) attending staff meetings, and reading emails. ■■■■ will seek out management when ■■■■ has a concern or clarification. Sometimes ■■■■ struggles at times with change, seeking to learn the value of moving from one process to another, in an effort to aide ■■■■ in embracing it going forward.

An enthusiastic educator, at work and in the community, ■■■■ frequently works with student nurses from SacState, Sac City College, and (b) (6), (b) (7)(C) from Samuel Merritt College. ■■■■ precepted ■■■■ for 5 weeks.

In accepting to do this preceptorship, (b) (6) was required to complete 4 preceptor modules in advance, which (b) (6) did. (b) (6) enjoyed (b) (6) time in (b) (6), (b) (7)(C) when I checked in on them from time to time. (Great job, (b) (6)!)

(b) (6) received a Bravogram for supporting a peer in need: (b) (6) was emotionally supportive and helpful. (b) (6) stood by my side in an emergent situation and made me feel at ease. I truly appreciated all (b) (6) efforts. (b) (6) is an amazing nurse! (b) (6), (b) (7)(C) 7/13/13" (Great mentoring and teamwork, (b) (6)!)

Compassion & Caring

- Demonstrates excellent customer service skills, including handling customer needs in a competent and knowledgeable manner, responding promptly to needs and questions.
 - Takes personal ownership of issues (e.g. Customer Service, Operational), seeing them through to resolution. Solves the problem or takes it to appropriate person for resolution.
 - Demonstrates appropriate work behaviors that are sensitive to the work environment, including talking softly in patient care and support areas and acknowledging patients/visitors promptly.
 - Demonstrates professionalism when faced with situations requiring conflict resolution (includes other Sutter employees/departments, MDs, patients, patient family, visitors, etc.) - listens to problem/issue, responds calmly and positively, and seeks to resolve situation in non-defensive manner.
- Select the Next button to page forward.

■ Manager's assessment

Rating

Exceeds Expectations

Comments

(b) (6) is supportive of (b) (6), (b) (7)(C) and family centered care nursing. This year (b) (6) has been a (b) (6), (b) (7)(C) nurse to the following patients and their families: (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) . Embracing (b) (6), (b) (7)(C) for a long time, (b) (6) still hears from some in the past (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) and more!). (b) (6) is highly supportive of (b) (6) families and stay with them as a (b) (6), (b) (7)(C) nurse, until (b) (6), (b) (7)(C) is discharged. (b) (6) is recognized during Discharge Phone calls for one who was very supportive and made a difference during the tenure of (b) (6), (b) (7)(C) in (b) (6), (b) (7)(C) .

(b) (6) enjoys families and finds ways to make them feel welcome and comfortable at (b) (6), (b) (7)(C) bedside. (b) (6) works well with all members of (b) (6), (b) (7)(C) team in pursuit of identifying and meeting the needs of the patient and family, immediate and longterm. (b) (6) is detailed oriented and (b) (6) reviews the medical record to ensure nothing has been overlooked or document is missing. I seem to be working when (b) (6) is doing a discharge, and sees the (b) (6), (b) (7)(C) transcribed the number/letters on the ID bands wrong. (b) (6) contacts (b) (6), (b) (7)(C) , the problem is corrected, the discharge happens, and a PSR is completed. (example: 123abc, in chart as 123acb) (b) (6) is very supportive of (b) (6), (b) (7)(C) , sharing the benefits for their baby, helping so (b) (6), (b) (7)(C) to be successful at (b) (6), (b) (7)(C) , asking about her (b) (6), (b) (7)(C) , and encouraging them to do (b) (6), (b) (7)(C) .

(b) (6) is a great one to take pictures as keepsakes for the families. This is a story (b) (6) shared about a family in (b) (6), (b) (7)(C) where (b) (6), (b) (7)(C) went home and the (b) (6), (b) (7)(C) was still in (b) (6), (b) (7)(C) : (b) (6), (b) (7)(C) arrived with the (b) (6), (b) (7)(C) , and for the first time since (b) (6), (b) (7)(C) were together. I asked the nurse we shouldn't get some pictures for them and (b) (6) agreed. I asked (b) (6), (b) (7)(C) if they'd like to have us take pictures of (b) (6), (b) (7)(C) together and they agreed. (b) (6), (b) (7)(C) took pictures while I had so much fun positioning (b) (6), (b) (7)(C) . First (b) (6), (b) (7)(C) was in tears - this was the day before (b) (6), (b) (7)(C) burned a DVD for the family, and gave it to them the next day. On (b) (6), (b) (7)(C) the (b) (6), (b) (7)(C) told me how much (b) (6) appreciated what we had done." (Great job, (b) (6))

Honesty & Integrity

- Protects confidential information including patient, organization, and employee information. Does not discuss confidential information with or in front of anyone - including other employees, patients, friends, family, business or social acquaintances, customers, suppliers or others - unless appropriate procedures to release information have been followed or the individual is in a recognized "need to know" role.
 - Recognizes and takes accountability for personal actions or inaction. Fully tells/discloses information to appropriate individuals.
 - Appropriately creates and/or handles documents and records, maintaining the integrity of information and confidentiality.
- Select the Next button to page forward.

■ Manager's assessment

Rating

Strong Performer

Comments

(b) (6) handles all personal patient and employee information with utmost integrity, disclosing information only on a need to know basis. Is mindful of the confidential nature of our families, the circumstances surrounding (b) (6), (b) (7)(C), and respects their need for privacy. Documents all cares and teaching completed.

Teamwork

- Willingly accepts work direction from supervisor and appropriate team members.
 - Supports new processes, procedures, other changes in work methods.
 - Maintains positive and cooperative relationships within own work team and all other departments, shifts, and other Sutter Health entities. Positively interacts with others with different skills, abilities, and backgrounds.
 - Seeks others' ideas and opinions.
 - Notices when other employees are under pressure to complete work or are experiencing other difficulties and offers to lend a hand to help them.
 - Amount of work completed meets or exceeds job standards. Consistently carries fair share of the work.
 - Demonstrates flexibility: Willingly accepts work assignments that are not primary accountabilities; willingly takes on extra work; is flexible with work location, department, unit, shift assignment and necessary changes in processes and workflow.
 - Exhibits flexibility to changing conditions and workflows. Understands and accepts that sometimes change results in more work or relearning of processes, procedures and work methods.
 - Proactively seeks training and development to learn new technology/equipment/techniques, etc.
 - Cross-trains and/or shares acquired knowledge, skills, techniques, etc. with peers to strengthen the team.
 - Stays current regarding employee communications and organization/facility/department issues.
 - Demonstrates effective time management skills, including attending to personal business on own time.
 - Does not let personal issues disrupt work environment.
- Select the Next button to page forward.

■ Manager's assessment

Rating

Strong Performer

Comments

(b) (6) arrives to work ready to begin (b) (6) day, and is flexible when accepting (b) (6) assignment. (b) (6) treats (b) (6), (b) (7)(C) nurse with friendliness and respect, helping to build good relations between shifts. (b) (6) has excellent things to share about the night shift: "(b) (6), (b) (7)(C) very thorough!", "(b) (6) has milk prepped for the 0730 feedings, and believes in the 24 hour unit!" and (b) (6) shares that all though (b) (6) doesn't know all the new staff members names, they are very nice and we are fortunate they are on our team! (Very complimentary. (b) (6))

As (b) (6), (b) (7)(C) provides safe and competent care to (b) (6) patients and will seek out resource personnel when (b) (6) has question or need. (b) (6) updates (b) (6), (b) (7)(C) when the condition of a patient changes, or (b) (6) has a concern. (b) (6) explains the plan of care to families, and works closely with other disciplines in meeting patient and family needs. (b) (6) updates (b) (6), (b) (7)(C) nurse about (b) (6) patients, and orders for procedures or tests that are needed (surgery, MRI, EEG, barium swallow). (b) (6) is one who will come in during busy times and take assignments. As a (b) (6), (b) (7)(C) nurse it is nice to hear someone on the phone say "I can be there in 45 minutes. Is that soon enough?" (music to our ears!) (b) (6) comes in a lot and we really, really appreciate it!

(b) (6) has had assignments in (b) (6), (b) (7) this year, and is working on renewing (b) (6) skills and confidence in this area, in anticipation of the changes when we move to the new WCC hospital in 2015 (ward to suites of 4 patients with mixed acuity). (b) (6) welcomes volunteers and provides them with ways to contribute and make a difference. (b) (6) will always lend a helping hand to others.

Community

- Positively represents and supports the organization when talking to others within the organization (including within the department/entity and among other employees) and to others, such as vendors, patients, guests, and visitors.
- Supports our not-for-profit mission and the community benefit programs, services and activities sponsored by the organization.

Select the Next button to page forward.

■ Manager's assessment

Rating

Exceeds Expectations

Comments

(b) (6) represents the organization well. (b) (6) reflects the values and mission of Sutter Health at work and in the community. (b) (6) was an active participant at the 2013 (b) (6), (b) Reunion, and many families recognized (b) (6) and showed (b) (6) how (b) (6), (b) (7)(C) are doing now.

In the community, (b) (6) continues (b) (6) work with Boy Scout and the annual camp for adults with cancer, working to create a therapeutic fun environment for respite, family fun, and sharing with others in the same situation. Its a week of activities and emotional healing for all. This is a passion of (b) (6), (b) and (b) (6) works hard to ensure all have a wonderful time.

Universal Requirements

Universal Requirements

Review the Universal Requirements below and rate whether or not they were met. If a requirement was not met please document in the Comment field below along with any Required Licensure and Continuing Education information.

- New Employee Requirements (if applicable), including General/Department Orientation and Completion of all New Hire Requirements
 - Completes annual Purified Protein Derivative (PPD) Testing (if applicable)
 - Environment of Care (Safety) Training (if applicable), including: Injury/Illness Prevention; Electrical Safety; Fire Procedures; Infection Control/Exposure Control; Hazard Communication; Disaster & Emergency Procedures; Hazardous Waste Disposal
 - Actively demonstrates and adheres to service excellence/Sutter Difference Standards
 - Completes Standards of Business Conduct/Compliance Training
 - Records time in accordance with the Policy
 - Complies with Attendance Policy
 - Complies with Dress Code
 - Maintains a working knowledge of and adheres to organization, department and professional standards, policies, procedures and protocols
 - List any Required Licensure, Certification and/or Registration and Other Position/Department Specific Required Training in the Comment field below
 - Document all Continuing Education in the Comment field below
- Select the Next button to page forward.

■ Manager's assessment

Rating

Yes, Met Requirements

Comments

Maintains current and valid RN License, CPR and NRP certifications.

Completes mandated education (NovaStat) and eLearning modules within established time frames.

Performance Review

2014-2015 Non-Exempt Performance Review 1 1

From Jun 1, 2014 to May 31, 2015



Employee: (b) (6), (b) (7)(C)

Manager: (b) (6), (b) (7)(C)

Overview

Status: Closed

Step: N/A

Step Due Date: N/A

Author: (b) (6), (b) (7)(C)

■ Final Comments

Manager's assessment
No comments entered

■ Acknowledgement Comments

Manager's assessment
No comments entered

Employee's self-assessment
No comments entered

■ Overall Summary

Manager's assessment

Overall Rating

Strong Performer

Comments

(b) (6) is a well liked and respected member of (b) (6), (b) (7)(C) has been with Sutter Health for (b) (6), (b) (7)(C). Over this time (b) (6) has developed and maintained good working relationships with (b) (6) peers, the RCPs, and physicians. (b) (6) input and participation on quality improvement initiatives is appreciated and valued.

(b) (6) has completed New Campus Orientation, Caring and Clinical Excellence, Clinical Orientation, and most recently New Unit Orientation, as we prepare for moving into this new hospital in August of 2015. Next we begin our education for electronic medical record charting, which will begin after we move our patients to the new facility. It is year of big changes and new beginnings, and we are fortunate to have (b) (6) on this journey and on our team!

DEFINITIONS ONLY: What was Achieved - Principal Accountabilities and Competencies (INFORMATIONAL - NO RATINGS IN THIS SECTION)

Accountability: Community- Promotes a positive relationship between Sutter Health.

Community- Promotes a positive relationship between Sutter Health and the community.

Accountability: Finance - Utilizes resources to deliver quality care in a safe,

Finance - Utilizes resources to deliver quality care in a safe, efficient, and cost-effective manner.

Accountability: Growth - Actively manages patient/family plan of care throughout.

Growth - Actively manages patient/family plan of care throughout the hospitalization to achieve optimal transition and progression toward discharge for patient/family.

Accountability: People -Coordinates the activities of the health care team in a

People -Coordinates the activities of the health care team in a professional manner according to the Standards of Excellence promoting a positive work environment.

Accountability: Quality- Provides optimal care to patients' and family which is

Quality- Provides optimal care to patients' and family which is collaborative, evidence based and meets national/ facility standards to achieve the best possible outcome.

Accountability: Service - Cares for patient/family according to the Sutter Diffe.

Service - Cares for patient/family according to the Sutter Difference Standards and activities ensuring the best patient/ family experience.

Competency: Age Specific Care - General - Level 1

Uses age-specific developmental principles when providing care and other health related services for patients.

- 1.01: Identifies the physical and developmental age of population to whom care is being provided.
- 1.02: Identifies the physical, intellectual, and developmental characteristics of the population to whom care is being provided.
- 1.03: Recognizes suspected abuse or neglect and reports appropriately.
- 1.04: Provides a safe environment based on patient's age and developmental level.
- 1.05: Implements care interventions and/or work procedures required, based on the patient's age and developmental level.
- 1.06: Involves family in care as patient's age, developmental level and wishes dictate.
- 1.07: Utilizes techniques to de-stress patient from treatment/hospitalization as appropriate for patient's age and developmental level.
- 1.08: Assesses pain using age-specific indicators.
- 1.09: Identifies developmental and social needs of patient at appropriate age levels.

Competency: Clinical Management of Patients (Licensed Professionals) - Level 2

Demonstrates safety, proficiency, consideration for patients developmental, physical, emotional, spiritual, cultural and cognitive level as well as knowledge of technical functions required in the accomplishment of patient care activities, including: all types of patient care equipment, medication administration, IV management, including administration of blood/blood products, specimen collection, mobility/immobility issues, and computerized d

- 1.01: Understands indications for patient therapy and/or procedural intervention.
- 1.02: Implements appropriate patient care interventions as directed within scope of practice.
- 1.03: Demonstrates proficiency in equipment set-up, operation and troubleshooting appropriate to the patient population.
- 1.04: Recognizes abnormal findings and takes appropriate actions.
- 1.05: Gathers clinical data according to patient care standards.
- 1.06: Reinforces patient and family education.
- 1.07: Ensures patient safety.
- 1.08: Mentors peers related to patient therapy and/or procedural intervention.
- 2.01: Interprets and decides upon care priorities in emergent situations.
- 2.02: Recognizes and understands indications for patient therapy and/or procedural intervention.
- 2.03: Coordinates the care of the patient therapy.
- 2.04: Manages patients according to best practices including CMS Core Measures, JCAHO Standards, Patient Safety Goals and Sutter Clinical Initiatives.
- 2.05: Recognizes potential complications and implements appropriate interventions.
- 2.06: Educates patient and family regarding disease process and overall management.
- 2.07: Prepares patient and family regarding purpose of the indicated therapy and/or procedural intervention.
- 2.08: Works with patient and family to receive input and answer questions.

Competency: Code Blue - Level 2

Uses the protocols and procedures for cardiopulmonary resuscitation.

- 1.01: Recognizes emergency and intervenes.
- 1.02: Activates facility code blue response.
- 1.03: Uses basic life support techniques to provide immediate resuscitation until team arrives.
- 1.04: Provides coverage for others participating in situation.
- 2.01: Controls the emergent environment.
- 2.02: Provides problem solving during emergency situation.
- 2.03: Monitors adherence to Basic Life Support (BLS) guidelines in resuscitation efforts.
- 2.04: Assures support of family and patient during BLS phase of code blue.
- 2.05: Handles medications, documentation; assists with procedures.
- 2.06: Recognizes changes in patient condition prior to deterioration into code event, assesses changes and seeks interventions to prevent deterioration.
- 2.07: Establishes line placement.

Competency: Cultural Competence/Diversity - Level 1

Applies knowledge of practices and behaviors governing culturally appropriate interactions with all individuals encountered in the work environment. These can be clinical or non-clinical in nature.

- 1.01: Uses appropriate resources to address language/communication barriers.
- 1.02: Treats all employees, medical staff members, patients, visitors and customers with respect, dignity and fairness.
- 1.03: Participates in Cultural Competence and Diversity trainings as assigned.
- 1.04: Aligns individual behavior with organizational diversity and cultural competence values.
- 1.05: Performs job specific competencies in a culturally sensitive manner.

1.06: Holds self and peers accountable to uphold the Standards of Behavior/Performance/ Excellence regardless of race ethnicity, culture, religious affiliation, disability, socioeconomic background, education, sexual orientation, marital status, gender, age or position.

1.07: Demonstrates awareness of and complies with applicable laws, rules and regulations related to cultural differences.

1.08: Supports an inclusive work environment by actively discouraging negative stereotypes, including but not limited to cultural, racial, religious, age, disability, socioeconomic, educational, sexual orientation, marital status, or gender.

Select the Next button to page forward.

Competency: Emergency Management and Disaster Response - Level 1

Participates in the mitigation, preparedness, response, and recovery activities regarding the management of emergencies.

1.01: Demonstrates awareness of emergency codes.

1.02: Able to state personal role during an emergency event.

1.03: Able to state department's role during an event.

1.04: Demonstrates awareness of the incident command system used for emergency events.

1.05: States the five (5) functional Incident Command System (ICS or HICS) groups and their functions.

1.06: ICS / HICS: Specifies the chain of command to obtain supplies and equipment.

1.07: Able to recognize a Haz Mat event (incl. Chemical and Bio Terrorism).

1.08: Demonstrates knowledge to keep self safe (S) in the event of a Haz Mat event.

1.09: Haz Mat: Knows how to isolate the patient or area (I) in case of a Haz Mat event.

1.10: Haz Mat: Knows which notifications to make (N).

1.11: Participates in emergency management drills / events.

Select the Next button to page forward.

Competency: Equipment and Supplies - Level 1

Applies knowledge of technologies, equipment, and supplies. These can be medical or non-medical in nature.

1.01: Identifies major types of technologies, equipment, and supplies used within the service/care function.

1.02: Identifies safety considerations and procedures for operators and patients.

1.03: Resolves basic equipment problems or malfunctions.

1.04: Operates the particular technology, equipment, or supply, and produces relevant reports or output.

1.05: Discusses operational issues and considerations for the specific technology, equipment, or supply.

1.06: Cognizant of the basic technical infrastructure in the local environment.

1.07: Cleans equipment as specified by department standards.

Competency: Health Information Management - Level 1

Ability to document, maintain and process patient information within current legal requirements and privacy laws.

1.01: Maintains and enforces patient confidentiality and privacy laws, policies and procedures.

1.02: Identifies the steps in initial setup and maintenance of documentation process.

1.03: Works with an automated health information application.

1.04: Delineates and complies with security and access control processes to protect privacy and information.

1.05: Identifies common types of information maintained on patients.

1.07: Describes and complies with organization's health information management procedures and policies.

1.08: Locates published guidelines and other sources of information on health information keeping. May participate in charge capture, coding and/or billing of procedures and/or diagnoses.

Competency: Healthcare Information Systems - Level 1

Utilizes industry and organization applications and databases that contain medical, patient, and healthcare information.

1.01: Identifies health information system applications used within facility.

1.02: Describes the type of information maintained in systems.

1.03: Specifies key functions addressed by core applications.

1.04: Locates relevant documentation and systems support information.

1.05: Appropriately utilizes specific systems and applications as they relate to job functions.

1.06: Describes the type of information maintained in specific systems and applications.

1.07: Defines roles and responsibilities of users, administrators, and systems support staff.

Select the Next button to page forward.

Competency: Implementation of the Nursing Process - Level 1

Assesses, plans, coordinates, implements and evaluates nursing care appropriate to the developmental, physical, cultural, emotional, spiritual and cognitive abilities of the patient.

- 1.01: Determines assessment priorities and initiates thorough or focal assessment based on needs, age, developmental and cognitive level of patient.
- 1.02: Ensures that assessments and reassessments are performed according to facility standards and patient needs.
- 1.03: Takes appropriate action when assessment reveals deviations from patient norm, unusual or life-threatening findings.
- 1.04: Completes the health history with the patient and/or family.
- 1.05: Utilizes gathered data to plan, deliver and evaluate care.
- 1.06: Develops and implements patient plan of care in partnership with the patient and family.
- 1.07: Performs nursing interventions directly or through delegation and evaluates patient response.
- 1.08: Makes appropriate nursing judgments based on assessment and reassessment data.
- 1.09: Evaluates actual outcomes against goals and updates plans of care based on patient progress.
- 1.10: Identifies the patients discharge planning needs and initiates appropriate referrals.
- 1.11: Documents thoroughly and accurately in the patient record according to facility standards.

Competency: Infection Control - Level 2

Utilizes knowledge of patient safety and error prevention and applies appropriate processes and procedures to minimize the spread of infection and disease.

- 1.01: Demonstrates awareness of and applies standard (universal) precautions consistently, and encourages others do to so.
- 1.02: Understands and adheres to facility policies, procedures, and standards regarding infection prevention and control.
- 1.03: Consistently complies with facility policy on transmission-based precautions.
- 2.01: Educates peers and/or patients and families regarding prevention and control of infection.
- 2.02: Demonstrates knowledge of infections and methods to reduce risk of transmission.
- 2.03: May work with Infection Control to establish policies and procedures to reduce the risk of transmission.

Competency: Information Management - Level 1

Ability to manage the flow and content of information following standard procedure.

- 1.01: Generates and reviews information (e.g. reports, results, films, correspondence), recognizes problems and appropriately escalates.
- 1.02: Uses the appropriate mode (e.g. phone, fax, mail, electronic) to disseminate a variety of information to the appropriate party.
- 1.03: Receives a variety of information from internal/external sources, reviews and takes appropriate action.
- 1.04: Receives requests for information and follows established protocol to respond appropriately.
- 1.05: Stores information, documents and records according to standard procedures.
- 1.06: Accurately retrieves and/or compiles data or information upon request, within established timeframes.
- 1.07: May enter information to capture charges for tests, products and/or services.

Competency: Licensing and Accreditation - Level 1

Applies knowledge and understanding of legislation and regulatory bodies to healthcare practices.

- 1.01: Summarizes the laws governing privacy and patient rights.
- 1.02: Adheres to work-related aspects covered by legal, regulatory and accreditation standards and policies.
- 1.03: Implements and monitors adherence to a specific aspect of legislation.
- 1.04: Identifies a specific healthcare policy and relates it to the specific law or regulation.
- 1.05: Recognizes situations or conditions with potential legal, regulatory and accreditation non-compliance and escalates appropriately through the chain of command.
- 1.06: Identifies major federal and state legislation, industry regulatory bodies and accreditation bodies.
- 1.07: Locates additional information regarding relevant legal issues.

Select the Next button to page forward.

Competency: Pain Management - Level 2

Provide for effective pain management appropriate to the developmental, physical, emotional, spiritual, cultural and cognitive abilities and facility Standards.

- 1.01: Utilizes appropriate pain scales.

- 1.02: Documents pain scores, patient history related to pain management, effective alternatives, and any barriers to effective pain management.
- 1.03: Follows basic pharmacological pain management principles.
- 1.04: Utilizes non-pharmacological approaches to pain management.
- 1.05: Recognizes and responds to side effects of pharmacological pain management.
- 1.06: Initiates and monitors the immediate care of patients in pain.
- 1.07: Documents nursing interventions and patient's response to pain on appropriate form.
- 1.08: Reinforces patient and family education on pain management, importance of reporting pain and harmful effects of uncontrolled pain.

- 2.01: Assesses pain on admission and reassesses at appropriate intervals.
- 2.02: Uses knowledge of patient history and barriers to effective pain management in assessing and reassessing patient pain.
- 2.03: Develops non-pharmacologic approaches to pain when appropriate.
- 2.04: Identifies barriers to pain management and intervenes to improve outcomes.
- 2.05: Educates patient and family on pain management, importance of reporting pain and harmful effects of uncontrolled pain.
- 2.06: Assures pain management needs are addressed in discharge plan.
- 2.07: Coordinates pain management to optimize patient activities and therapies.
- 2.08: Utilizes evidence based practice to promote pain management.
- 2.09: Promotes pain management as a patient right.

Competency: Patient Rights - Level 1

Demonstrates knowledge of principles and practices associated with the rights and responsibilities of patients and caregivers.

- 1.01: Locates policies on patient rights, informed consent and advance directives, as applicable to role and scope of responsibilities.
- 1.02: Applies key areas covered under patient rights to role and scope of responsibilities.
- 1.03: For those employees working in the acute care setting, demonstrates knowledge of patient rights, informed consent, and advanced directives.

Select the Next button to page forward.

Competency: Patient and Family Centered Care - Level 1

Demonstrates knowledge of and applies principles and practices associated with patient and family centered care.

- 1.01: Is able to define the Sutter Health concept of family.
- 1.02: Locates the written philosophy of care.
- 1.03: Defines 8 core principles of patient and family centered care.
- 1.04: Gives example of Patient and Family centered care solutions from own area.
- 1.05: Demonstrates patient and family centered care principles whenever interacting with patients or hospital guests.
- 1.06: Able to state at least 3 benefits of practicing patient and family centered care to the organization.
- 1.07: Identifies benefits to patients and families.
- 1.08: Understands regulatory agency requirements for patient and family centered care.
- 1.09: Completes assigned trainings(s) on Patient and Family Centered Care in a timely manner.

Competency: Policy, Procedures, and Standards - Level 1

Utilizes industry standards, policies and procedures relevant to function and organization. These can be clinical or non-clinical in nature.

- 1.01: Complies with organizational and professional standards, as well as organizational and departmental policies and procedures.
- 1.02: Identifies common policies, procedures, and standards.
- 1.03: Obtains and reviews documentation and information on standards and their usage.
- 1.04: Applies policy, procedure, and standards documentation.
- 1.05: Identifies areas for improvement and provides feedback to the appropriate personnel.
- 1.06: Contributes to the development and implementation of specific procedures.
- 1.07: Describes control and monitoring mechanisms, tools and techniques.
- 1.08: Complies with appropriate abuse reporting requirements for the reporting of child, elderly, disabled, and other types of suspected abuse as applicable.

Select the Next button to page forward.

Competency: Privacy and Confidentiality - Level 1

Complies with privacy and confidentiality rules, policies, and procedures, including applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA).

- 1.01: Names publications, places or a local resource to refer to for policy and procedure relating to privacy and confidentiality.
- 1.02: Adheres to all aspects of privacy and confidentiality laws, regulations and policies.
- 1.03: Relates implications of privacy laws and regulations to own function.

Select the Next button to page forward.

Competency: Professional Practice - Level 2

Demonstrates role competency by utilizing critical thinking, professional judgement, teamwork and effective communication within scope of practice.

- 1.01: Collaborates with peers and supervisors to assure patient needs are met.
- 1.02: Provides input for patient rounds by communicating patient clinical status, care goals/problems and plans with team.
- 1.03: Communicates a concise, organized and thorough report.
- 1.04: Performs responsibilities to extent of license/certification and job description.
- 1.05: Seeks out educational opportunities/experiences to continually update practice.
- 2.01: Collaborates with peers and supervisors to assure patient and unit needs are met.
- 2.02: Offers assistance to others to assure patient and unit needs are met.
- 2.03: Participates in patient rounds by leading discussions regarding their patients' clinical status, care goals/problems and plans with team.
- 2.04: Communicates a concise, organized and thorough report with caregivers when patient hand offs occur including: anticipated changes, plan of care, short and long term goals, discharge and educational needs.
- 2.05: Assesses need for unit resources, support and assistance, and actively participates for resolution.
- 2.06: Delegates to other care providers to facilitate meeting patients' needs in a timely manner with follow-up to assure desired results.
- 2.07: Seeks out physicians for professional consultation and collaboration to discuss patient care issues.
- 2.08: Functions as a resource/role model for departmental and organizational standards and policies and procedures.
- 2.09: Utilizes the Chain of Command, Rapid Response Team and other resources to assure patient safety.
- 2.10: Communicates any adverse event with supervisor to manage risk to hospital.

Competency: Quality Assurance - Level 1

Demonstrates knowledge and individual behaviors that are aligned with assuring organizational quality.

- 1.01: Recognizes and appropriately reports/escalates deviations, problems, unusual occurrences and unexpected outcomes.
- 1.02: Can describe the organization's approach to performance improvement.
- 1.03: Effectively completes tasks related to quality control and/or process control.
- 1.04: Can describe and, works within, scope of practice and/or position, exercising the appropriate level of authority and responsibility.
- 1.05: Effectively communicates to ensure quality of service, products and/or care.
- 1.06: Effectively organizes, coordinates and prioritizes work to ensure quality of service, products and/or care.

Select the Next button to page forward.

Competency: Safety / Environment of Care - Level 1

Provides a safe work environment to prevent injury to self, patients, visitors, and other workforce members.

- 1.01: Wears Photo I.D. badge in accordance with dress code.
- 1.02: Identifies and reports safety hazards and/or violations, and protects the environment and patient until the situation is resolved.
- 1.03: Removes unsafe equipment from use according to policy.
- 1.04: Reports to appropriate staff any furniture that appears to be in need of repair.
- 1.05: Stores supplies, machines and equipment in their proper places.
- 1.06: Constantly observes working environment for hazards.
- 1.07: Reports immediately all close calls, accidents, and occurrences for patients, visitors and staff.
- 1.08: Uses sound judgment that promotes safety in individual situations.
- 1.09: Observes no smoking policies.
- 1.10: Reduces the risk of patient harm resulting from falls when in a patient care environment.
- 1.11: Reports or cleans spills immediately according to guidelines.
- 1.12: Understands and applies standard safety acronyms and related procedures.
- 1.13: Participates in all mandated environmental safety programs.

- 1.14: Completes assigned safety trainings in a timely fashion.
- 1.15: Reminds others of the importance of a safe environment.
- 1.16: Demonstrates awareness of risk and seeks risk reduction in own work area.
- 1.17: When working with patients, correctly identifies patient with at least two patient identifiers.

Select the Next button to page forward.

Competency: Service and Satisfaction - Level 1

Applies knowledge of practices, behaviors, applicable laws, rules and regulations governing proper conduct.

- 1.01: Complies with ethics as explained in the Sutter Health Standards for Business Conduct.
- 1.02: Adheres to all components of entity-specific Standards of Behavior/Performance/Excellence.
- 1.03: Identifies potential areas of risk and reports them appropriately.
- 1.04: Demonstrates commitment to excellence.
- 1.05: Treats all employees, medical staff members, patients, visitors and customers with respect, dignity and fairness.
- 1.06: Participates in customer (e.g., physician, patient) service efforts, contributing to high customer satisfaction.
- 1.07: Holds self and peers accountable to uphold the Standards of Behavior/Performance/Excellence.
- 1.08: Aligns individual behavior with organizational goals and values.

Select the Next button to page forward.

Principal Accountabilities Rating

Overall Principal Accountabilities Rating

Please choose the rating which best describes the performance in regards to Principal Accountabilities and then select the Next button to page forward to the next section.

■ Manager's assessment

Rating

Strong Performer

Comments

2014 – 2015 Principle Accountability Metrics

Finance: Exceeds Expectations-15% Weight: Unit Based

☐ Exceeds expectations- To improve the appropriate use of resources and supplies. (GOAL: To meet or reduce supply costs in the care of our patients. This will be measured in summing up the actual expenses versus flex budget on department budget for 2014-15 budgets)

People: Exceeds Expectations- 15% Weight: Unit Based

☐ Exceeds Expectations- Improve our teamwork among departments to improve patient care. (GOAL: This teamwork will be measured by attendance at staff meetings during the coming year from July 2014 – December 2014.)

Quality: Strong Performer- 30% Weight: CLABSI (50%) and BMQI (50%)

☐ Growth needed- Improvement in NICU CLABSI rates.

(0 YTD 2013-2014; 5 YTD 2014-2015)

☐ Exceeds Expectations- Improvement in % of babies <1500gms discharged receiving mother's breast milk. (2013-2014= 67%; 2014-2015=67%)

Growth: Exceeds Expectations- 20% Weight: Unit Based (50%) and Hospital Based (50%)

☐ Exceeds Expectation- Time of discharge will be 1pm for the majority of our patients (75%). Daily audits will be performed. (2014-2015= 74 %, 2013-2014=75% of discharges at 1pm)

☐ Role Model- Our partnership with our service lines is what defines SMCS as a referral hospital with specialized care across California and the nation. Key to this is the national recognition through the various certifications for care excellence in patient disease populations.

Service = Strong Performer- 20% weight: Hospital (50%) and Unit (50%)

To ensure our patient's experience is complete- reflecting not only our clinical expertise but our compassion and caring.

☐ Growth Needed - Overall Inpatient Patient Satisfaction Scores measured by HCAHPS. (5 to 7 service area domains at National Achievement Threshold)

☐ Exceeds Expectations

NICU Partnership Council Goals- NICU Patient Satisfaction Scores

1) Maintain and/or improve restfulness of NICU setting

2) Improve Responsiveness domain by improving the 'emotional needs' of the family

1) Maintain and/or improve restfulness of NICU setting (Increased from 51-74th Percentile Rank to 89th Percentile Rank)

2) Improve Responsiveness domain by improving the 'emotional needs' of the family (Increased from 51-74th Percentile Rank to 89th Percentile Rank)

Community: N/A (Measured in Personal Metrics)

Overall Rating: Strong Performer

Overall Letter Rating for Principal

R= 3.75-4.0 S

3.1

E=3.25-3.74

S=2.5-3.24

G= 2.49-1.5

Competencies Rating

Overall Competencies Rating

1. Choose the rating which best describes whether or not all competencies were met.
2. Use the comment field if the required proficiency level was not met, or if this particular employee's role requires a higher level of proficiency.
3. Indicate the Type of Patient Care Provided in the Additional Information section under the Comments area below.
4. When done, select the Next button to page to the next section.

■ Manager's assessment

Rating

All Competencies Met/New Comp Not Met - No deduction

Comments

Meets expectations

Performance Goals (if applicable)

Performance Goals Rating (if applicable)

It is not mandatory for Non-Exempt employees to use the Goal plan; however, if the employee being evaluated had goals in their plan, select a rating which best reflects the extent to which those goals have or have not been achieved.

1. To view the employee's goal plan, save the review, click the drop down arrow in the Module section above and choose Goal Plan.
2. If the goal plan was not used, click the box next to Not Applicable. When done, select the Next button to page to the next section.

■ Manager's assessment

Rating

Not Applicable

Comments

No comments entered

How Results Were Achieved

Excellence & Quality

- Demonstrates ability to assess a situation, consider options and choose an appropriate course of action. Utilizes appropriate resources to effectively resolve the issue.
 - Proactively identifies vs. reacts to problems/issues.
 - When appropriate, seeks guidance and direction to complete tasks, including asking appropriate questions and seeking needed clarification.
 - Consistently produces error free work with appropriate level of supervision, even when quantity increases.
 - Identifies new/different ways to improve upon how things are done and takes appropriate action to make it happen.
 - Actively participates in quality improvement initiatives/activities in unit/department/entity, including bringing out of date policies and procedures to supervisor's attention.
 - Communicates with others (both internal and external) in a positive and effective manner.
 - Meets timelines and deadlines, effectively balancing priorities even in the face of high volume or emergency situations.
- Select the Next button to page forward.

■ Manager's assessment

Rating
Exceeds Expectations

Comments

(b) (6), (b) (7)(C) is a member of (b) (6), (b) (7)(C), which is comprised of staff from both our (b) (6), (b) (7)(C) (b) (6), (b) (7)(C), working together for best practices to promote better outcomes for patients. (b) (6), (b) (7)(C) also is on the Vision Mission Planning Committee, at (b) (6), (b) (7)(C) request.

(b) (6), (b) (7)(C) frequently works with nursing students from a variety of programs, making them feel welcome, sharing knowledge, and providing them with great hands on experiences. (b) (6), (b) (7)(C) is encouraging in their goal to become a nurse.

(b) (6), (b) (7)(C) completes PSRs appropriately. (b) (6), (b) (7)(C) pays attention to detail and will find incorrect information in the medical record and takes the steps needed to set it straight. Examples include working with L&D to correct patient ID band numbers when they have been transcribed wrong onto forms from L&D. Sometimes (b) (6), (b) (7)(C) finds this during the process of discharging a patient and works tirelessly to correct the issue, so the family is able to take (b) (6), (b) (7)(C) home. (Great job, (b) (6), (b) (7)(C)!) (b) (6), (b) (7)(C)

Compassion & Caring

- Demonstrates excellent customer service skills, including handling customer needs in a competent and knowledgeable manner, responding promptly to needs and questions.
 - Takes personal ownership of issues (e.g. Customer Service, Operational), seeing them through to resolution. Solves the problem or takes it to appropriate person for resolution.
 - Demonstrates appropriate work behaviors that are sensitive to the work environment, including talking softly in patient care and support areas and acknowledging patients/visitors promptly.
 - Demonstrates professionalism when faced with situations requiring conflict resolution (includes other Sutter employees/departments, MDs, patients, patient family, visitors, etc.) - listens to problem/issue, responds calmly and positively, and seeks to resolve situation in non-defensive manner.
- Select the Next button to page forward.

■ Manager's assessment

Rating
Exceeds Expectations

Comments

(b) (6), (b) (7)(C) enjoys (b) (6), (b) (7)(C) nursing and has been/is a (b) (6), (b) (7)(C) nurse 6 times during the past year. (b) (6), (b) (7)(C) is a gifted teacher and ensures parents are knowledgeable about (b) (6), (b) (7)(C) needs and understands the plan of care; and feel comfortable with all cares while in the hospital to aide in a smooth transition from hospital to home. (b) (6), (b) (7)(C) works well with all members of the (b) (6), (b) (7)(C) as they identify and meet the needs of the patient and family. (b) (6), (b) (7)(C) is supportive of (b) (6), (b) (7)(C), and strongly encourages (b) (6), (b) (7)(C) so parents enjoy this special quiet time with (b) (6), (b) (7)(C). An excellent documenter of cares, (b) (6), (b) (7)(C) also routinely documents teaching (b) (6), (b) (7)(C) has done with families.

(b) (6), (b) (7)(C) received a Bravogram from a hospital wide (b) (6), (b) (7)(C), who really wanted to express (b) (6), (b) (7)(C) thanks to (b) (6), (b) (7)(C) for helping (b) (6), (b) (7)(C) complete a discharge in a successful manner. (Great job, (b) (6), (b) (7)(C)!) (b) (6), (b) (7)(C)

Honesty & Integrity

- Protects confidential information including patient, organization, and employee information. Does not discuss confidential information with or in front of anyone - including other employees, patients, friends, family, business or social acquaintances, customers, suppliers or others - unless appropriate procedures to release information have been followed or the individual is in a recognized "need to know" role.
 - Recognizes and takes accountability for personal actions or inaction. Fully tells/discloses information to appropriate individuals.
 - Appropriately creates and/or handles documents and records, maintaining the integrity of information and confidentiality.
- Select the Next button to page forward.

■ Manager's assessment

Rating
Strong Performer
Comments
Honesty and Integrity:

Handles all personal patient information with utmost integrity, disclosing only information as needed and is appropriate. Is mindful of confidential nature of our families, the circumstances surrounding their baby, and respects their need for privacy. Is non judgmental of others.

Teamwork

- Willingly accepts work direction from supervisor and appropriate team members.
 - Supports new processes, procedures, other changes in work methods.
 - Maintains positive and cooperative relationships within own work team and all other departments, shifts, and other Sutter Health entities. Positively interacts with others with different skills, abilities, and backgrounds.
 - Seeks others' ideas and opinions.
 - Notices when other employees are under pressure to complete work or are experiencing other difficulties and offers to lend a hand to help them.
 - Amount of work completed meets or exceeds job standards. Consistently carries fair share of the work.
 - Demonstrates flexibility: Willingly accepts work assignments that are not primary accountabilities; willingly takes on extra work; is flexible with work location, department, unit, shift assignment and necessary changes in processes and workflow.
 - Exhibits flexibility to changing conditions and workflows. Understands and accepts that sometimes change results in more work or relearning of processes, procedures and work methods.
 - Proactively seeks training and development to learn new technology/equipment/techniques, etc.
 - Cross-trains and/or shares acquired knowledge, skills, techniques, etc. with peers to strengthen the team.
 - Stays current regarding employee communications and organization/facility/department issues.
 - Demonstrates effective time management skills, including attending to personal business on own time.
 - Does not let personal issues disrupt work environment.
- Select the Next button to page forward.

■ Manager's assessment

Rating

Strong Performer

Comments

(b) (6), (b) (7)(C) is flexible when receiving (b) (6), (b) (7)(C) assignment, and works very well with everyone in room. (b) (6), (b) (7)(C) is able to manage patients in both areas of the unit, and as mentioned, enjoys being a (b) (6), (b) (7)(C) nurse. (b) (6), (b) (7)(C) will seek out resource personnel when (b) (6), (b) (7)(C) has need, and keeps the MD updated of changes in the patient's condition or when (b) (6), (b) (7)(C) has a concern. (b) (6), (b) (7)(C) notifies (b) (6), (b) (7)(C) when (b) (6), (b) (7)(C) patient status changes or will be undergoing a procedure, such as MRI, surgery, PICC line placement.

(b) (6), (b) (7)(C) willingly offers (b) (6), (b) (7)(C) assistance to others in need. (b) (6), (b) (7)(C) is willing to come in extra when the Unit becomes busy and this is very much appreciated by (b) (6), (b) (7)(C) nurses. (b) (6), (b) (7)(C) provides a concise and accurate report to the oncoming shift.

Community

- Positively represents and supports the organization when talking to others within the organization (including within the department/entity and among other employees) and to others, such as vendors, patients, guests, and visitors.
- Supports our not-for-profit mission and the community benefit programs, services and activities sponsored by the organization.

Select the Next button to page forward.

■ Manager's assessment

Rating

Strong Performer

Comments

(b) (6), (b) (7)(C) believes in volunteering and (b) (6), (b) (7)(C) sits on the "Life to Eagle" seminars for Boy Scouts of America, with the Iron Horse district. (b) (6), (b) (7)(C) helps out each year at "Camp Keepsake" in Ojai, California, a camp for adults with cancer, supporting families with fun activities surrounded by others in the same situation. (b) (6), (b) (7)(C) believes in giving back and role models it for others.

Universal Requirements

Universal Requirements

Review the Universal Requirements below and rate whether or not they were met. If a requirement was not met, please document in the Comment field below along with any Required Licensure and Continuing Education information.

- New Employee Requirements (if applicable), including General/Department Orientation and Completion of all New Hire Requirements
 - Completes annual Purified Protein Derivative (PPD) Testing (if applicable)
 - Environment of Care (Safety) Training (if applicable), including: Injury/Illness Prevention; Electrical Safety; Fire Procedures; Infection Control/Exposure Control; Hazard Communication; Disaster & Emergency Procedures; Hazardous Waste Disposal
 - Actively demonstrates and adheres to service excellence/Sutter Difference Standards
 - Completes Standards of Business Conduct/Compliance Training
 - Records time in accordance with the Policy
 - Complies with Attendance Policy
 - Complies with Dress Code
 - Maintains a working knowledge of and adheres to organization, department and professional standards, policies, procedures and protocols
 - List any Required Licensure, Certification and/or Registration and Other Position/Department Specific Required Training in the Comment field below
 - Document all Continuing Education in the Comment field below
- Select the Next button to page forward.

■ **Manager's assessment**

Rating

Yes, Met Requirements

Comments

Universal Requirements

RN License- Active and Current

CPR and NRP- Current

Mandatory Education- eLearning, all other unit & hospital based education

Performance Review

2015-2016 Non-Exempt Performance Review 1 1

From Jun 1, 2015 to May 31, 2016



Employee: (b) (6), (b) (7)(C)

Manager: (b) (6), (b) (7)(C)

Overview

Status: Closed

Step: N/A

Step Due Date: N/A

Author: (b) (6), (b) (7)(C)

■ Final Comments

Manager's assessment

No comments entered

■ Acknowledgement Comments

Manager's assessment

No comments entered

Employee's self-assessment

For excellence and quality, it is important to know that (b) (6) came back from (b) (6) vacation last summer early, volunteering to work the first day in the new Unit when we moved in and rolled out EPIC charting! We appreciated it very much! What a MOVE! Thank you, (b) (6).
Respectfully,
(b) (6), (b) (7)(C)

■ Overall Summary

Manager's assessment

Overall Rating

Strong Performer

Comments

(b) (6) is diligent in providing care to (b) (6) patients. (b) (6) skillfully and compassionately cares for patients of (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) critical thinking skills and clinical skills are sound. (b) (6) is diligent in caring for patients in (b) (6) assignments, and is a resource for traveler and float nurses working in (b) (6) room. (b) (6) has good assessment skills, and does not hesitate to seek appropriate interventions from doctors, ALS, RT's and any other staff when the patient is in need. As mentioned, (b) (6) willingly shares (b) (6) knowledge with students, and is a very good teacher. (b) (6) is a valued member of (b) (6), (b) (7)(C), and has come in extra when unit needs are increasing. Thank you for your commitment to taking very good care of our patients!

Goals:

Continue to primary patients (1 longterm & 2 short term) in the coming year. (You do a wonderful job!)

Continue to attend 80% of staff and Clinical Practice meetings in the coming year.

Commit to following the Chain of Command for each and every concern or issue.

DEFINITIONS ONLY: What was Achieved - Principal Accountabilities and Competencies (INFORMATIONAL - NO RATINGS IN THIS SECTION)

Accountability: Community- Promotes a positive relationship between Sutter Health.

Community- Promotes a positive relationship between Sutter Health and the community.

Accountability: Finance - Utilizes resources to deliver quality care in a safe,

Finance - Utilizes resources to deliver quality care in a safe, efficient, and cost-effective manner.

Accountability: Growth - Actively manages patient/family plan of care throughout.

Growth - Actively manages patient/family plan of care throughout the hospitalization to achieve optimal transition and progression toward discharge for patient/family.

Accountability: People -Coordinates the activities of the health care team in a

People -Coordinates the activities of the health care team in a professional manner according to the Standards of Excellence promoting a positive work environment.

Accountability: Quality- Provides optimal care to patients' and family which is

Quality- Provides optimal care to patients' and family which is collaborative, evidence based and meets national/ facility standards to achieve the best possible outcome.

Accountability: Service - Cares for patient/family according to the Sutter Diffe.

Service - Cares for patient/family according to the Sutter Difference Standards and activities ensuring the best patient/ family experience.

Competency: Age Specific Care - General - Level 1

Uses age-specific developmental principles when providing care and other health related services for patients.

- 1.01: Identifies the physical and developmental age of population to whom care is being provided.
- 1.02: Identifies the physical, intellectual, and developmental characteristics of the population to whom care is being provided.
- 1.03: Recognizes suspected abuse or neglect and reports appropriately.
- 1.04: Provides a safe environment based on patient's age and developmental level.
- 1.05: Implements care, interventions and/or work procedures required, based on the patient's age and developmental level.
- 1.06: Involves family in care as patient's age, developmental level and wishes dictate.
- 1.07: Utilizes techniques to de-stress patient from treatment/hospitalization as appropriate for patient's age and developmental level.
- 1.08: Assesses pain using age-specific indicators.
- 1.09: Identifies developmental and social needs of patient at appropriate age levels.

Competency: Clinical Management of Patients (Licensed Professionals) - Level 2

Demonstrates safety, proficiency, consideration for patients developmental, physical, emotional, spiritual, cultural and cognitive level as well as knowledge of technical functions required in the accomplishment of patient care activities, including: all types of patient care equipment, medication administration, IV management, including administration of blood/blood products, specimen collection, mobility/immobility issues, and computerized cl

- 1.01: Understands indications for patient therapy and/or procedural intervention.
- 1.02: Implements appropriate patient care interventions as directed within scope of practice.
- 1.03: Demonstrates proficiency in equipment set-up, operation and troubleshooting appropriate to the patient population.
- 1.04: Recognizes abnormal findings and takes appropriate actions.
- 1.05: Gathers clinical data according to patient care standards.
- 1.06: Reinforces patient and family education.
- 1.07: Ensures patient safety.
- 1.08: Mentors peers related to patient therapy and/or procedural intervention.
- 2.01: Interprets and decides upon care priorities in emergent situations.
- 2.02: Recognizes and understands indications for patient therapy and/or procedural intervention.
- 2.03: Coordinates the care of the patient therapy.
- 2.04: Manages patients according to best practices including CMS Core Measures, JCAHO Standards, Patient Safety Goals and Sutter Clinical Initiatives.
- 2.05: Recognizes potential complications and implements appropriate interventions.
- 2.06: Educates patient and family regarding disease process and overall management.
- 2.07: Prepares patient and family regarding purpose of the indicated therapy and/or procedural intervention.
- 2.08: Works with patient and family to receive input and answer questions.

Competency: Code Blue - Level 2

Uses the protocols and procedures for cardiopulmonary resuscitation.

- 1.01: Recognizes emergency and intervenes.
- 1.02: Activates facility code blue response.
- 1.03: Uses basic life support techniques to provide immediate resuscitation until team arrives.
- 1.04: Provides coverage for others participating in situation.
- 2.01: Controls the emergent environment.
- 2.02: Provides problem solving during emergency situation.
- 2.03: Monitors adherence to Basic Life Support (BLS) guidelines in resuscitation efforts.
- 2.04: Assures support of family and patient during BLS phase of code blue.
- 2.05: Handles medications, documentation; assists with procedures.

- 2.06: Recognizes changes in patient condition prior to deterioration into code event, assesses changes and seeks interventions to prevent deterioration.
- 2.07: Establishes line placement.

Competency: Cultural Competence/Diversity - Level 1

Applies knowledge of practices and behaviors governing culturally appropriate interactions with all individuals encountered in the work environment. These can be clinical or non-clinical in nature.

- 1.01: Uses appropriate resources to address language/communication barriers.
- 1.02: Treats all employees, medical staff members, patients, visitors and customers with respect, dignity and fairness.
- 1.03: Participates in Cultural Competence and Diversity trainings as assigned.
- 1.04: Aligns individual behavior with organizational diversity and cultural competence values.
- 1.05: Performs job specific competencies in a culturally sensitive manner.
- 1.06: Holds self and peers accountable to uphold the Standards of Behavior/Performance/ Excellence regardless of race ethnicity, culture, religious affiliation, disability, socioeconomic background, education, sexual orientation, marital status, gender, age or position.
- 1.07: Demonstrates awareness of and complies with applicable laws, rules and regulations related to cultural differences.
- 1.08: Supports an inclusive work environment by actively discouraging negative stereotypes, including but not limited to cultural, racial, religious, age, disability, socioeconomic, educational, sexual orientation, marital status, or gender.

Select the Next button to page forward.

Competency: Emergency Management and Disaster Response - Level 1

Participates in the mitigation, preparedness, response, and recovery activities regarding the management of emergencies.

- 1.01: Demonstrates awareness of emergency codes.
- 1.02: Able to state personal role during an emergency event.
- 1.03: Able to state department's role during an event.
- 1.04: Demonstrates awareness of the incident command system used for emergency events.
- 1.05: States the five (5) functional Incident Command System (ICS or HICS) groups and their functions.
- 1.06: ICS / HICS: Specifies the chain of command to obtain supplies and equipment.
- 1.07: Able to recognize a Haz Mat event (incl. Chemical and Bio Terrorism).
- 1.08: Demonstrates knowledge to keep self safe (S) in the event of a Haz Mat event.
- 1.09: Haz Mat: Knows how to isolate the patient or area (I) in case of a Haz Mat event.
- 1.10: Haz Mat: Knows which notifications to make (N).
- 1.11: Participates in emergency management drills / events.

Select the Next button to page forward.

Competency: Equipment and Supplies - Level 1

Applies knowledge of technologies, equipment, and supplies. These can be medical or non-medical in nature.

- 1.01: Identifies major types of technologies, equipment, and supplies used within the service/care function.
- 1.02: Identifies safety considerations and procedures for operators and patients.
- 1.03: Resolves basic equipment problems or malfunctions.
- 1.04: Operates the particular technology, equipment, or supply, and produces relevant reports or output.
- 1.05: Discusses operational issues and considerations for the specific technology, equipment, or supply.
- 1.06: Cognizant of the basic technical infrastructure in the local environment.
- 1.07: Cleans equipment as specified by department standards.

Competency: Health Information Management - Level 1

Ability to document, maintain and process patient information within current legal requirements and privacy laws.

- 1.01: Maintains and enforces patient confidentiality and privacy laws, policies and procedures.
- 1.02: Identifies the steps in initial setup and maintenance of documentation process.
- 1.03: Works with an automated health information application.
- 1.04: Delineates and complies with security and access control processes to protect privacy and information.
- 1.05: Identifies common types of information maintained on patients.
- 1.07: Describes and complies with organization's health information management procedures and policies.
- 1.08: Locates published guidelines and other sources of information on health information keeping. May participate in charge capture, coding and/or billing of procedures and/or diagnoses.

Competency: Healthcare Information Systems - Level 1

Utilizes industry and organization applications and databases that contain medical, patient, and healthcare information.

- 1.01: Identifies health information system applications used within facility.
- 1.02: Describes the type of information maintained in systems.
- 1.03: Specifies key functions addressed by core applications.
- 1.04: Locates relevant documentation and systems support information.
- 1.05: Appropriately utilizes specific systems and applications as they relate to job functions.
- 1.06: Describes the type of information maintained in specific systems and applications.
- 1.07: Defines roles and responsibilities of users, administrators, and systems support staff.

Select the Next button to page forward.

Competency: Implementation of the Nursing Process - Level 1

Assesses, plans, coordinates, implements and evaluates nursing care appropriate to the developmental, physical, cultural, emotional, spiritual and cognitive abilities of the patient.

- 1.01: Determines assessment priorities and initiates thorough or focal assessment based on needs, age, developmental and cognitive level of patient.
- 1.02: Ensures that assessments and reassessments are performed according to facility standards and patient needs.
- 1.03: Takes appropriate action when assessment reveals deviations from patient norm, unusual or life-threatening findings.
- 1.04: Completes the health history with the patient and/or family.
- 1.05: Utilizes gathered data to plan, deliver and evaluate care.
- 1.06: Develops and implements patient plan of care in partnership with the patient and family.
- 1.07: Performs nursing interventions directly or through delegation and evaluates patient response.
- 1.08: Makes appropriate nursing judgments based on assessment and reassessment data.
- 1.09: Evaluates actual outcomes against goals and updates plans of care based on patient progress.
- 1.10: Identifies the patients discharge planning needs and initiates appropriate referrals.
- 1.11: Documents thoroughly and accurately in the patient record according to facility standards.

Competency: Infection Control - Level 2

Utilizes knowledge of patient safety and error prevention and applies appropriate processes and procedures to minimize the spread of infection and disease.

- 1.01: Demonstrates awareness of and applies standard (universal) precautions consistently, and encourages others do to so.
- 1.02: Understands and adheres to facility policies, procedures, and standards regarding infection prevention and control.
- 1.03: Consistently complies with facility policy on transmission-based precautions.
- 2.01: Educates peers and/or patients and families regarding prevention and control of infection.
- 2.02: Demonstrates knowledge of infections and methods to reduce risk of transmission.
- 2.03: May work with Infection Control to establish policies and procedures to reduce the risk of transmission.

Competency: Information Management - Level 1

Ability to manage the flow and content of information following standard procedure.

- 1.01: Generates and reviews information (e.g. reports, results, films, correspondence), recognizes problems and appropriately escalates.
- 1.02: Uses the appropriate mode (e.g. phone, fax, mail, electronic) to disseminate a variety of information to the appropriate party.
- 1.03: Receives a variety of information from internal/external sources, reviews and takes appropriate action.
- 1.04: Receives requests for information and follows established protocol to respond appropriately.
- 1.05: Stores information, documents and records according to standard procedures.
- 1.06: Accurately retrieves and/or compiles data or information upon request, within established timeframes.
- 1.07: May enter information to capture charges for tests, products and/or services.

Competency: Licensing and Accreditation - Level 1

Applies knowledge and understanding of legislation and regulatory bodies to healthcare practices.

- 1.01: Summarizes the laws governing privacy and patient rights.
- 1.02: Adheres to work-related aspects covered by legal, regulatory and accreditation standards and policies.
- 1.03: Implements and monitors adherence to a specific aspect of legislation.
- 1.04: Identifies a specific healthcare policy and relates it to the specific law or regulation.

- 1.05: Recognizes situations or conditions with potential legal, regulatory and accreditation non-compliance and escalates appropriately through the chain of command.
- 1.06: Identifies major federal and state legislation, industry regulatory bodies and accreditation bodies.
- 1.07: Locates additional information regarding relevant legal issues.

Select the Next button to page forward.

Competency: Pain Management - Level 2

Provide for effective pain management appropriate to the developmental, physical, emotional, spiritual, cultural and cognitive abilities and facility Standards.

- 1.01: Utilizes appropriate pain scales.
- 1.02: Documents pain scores, patient history related to pain management, effective alternatives, and any barriers to effective pain management.
- 1.03: Follows basic pharmacological pain management principles.
- 1.04: Utilizes non-pharmacological approaches to pain management.
- 1.05: Recognizes and responds to side effects of pharmacological pain management.
- 1.06: Initiates and monitors the immediate care of patients in pain.
- 1.07: Documents nursing interventions and patient's response to pain on appropriate form.
- 1.08: Reinforces patient and family education on pain management, importance of reporting pain and harmful effects of uncontrolled pain.
- 2.01: Assesses pain on admission and reassesses at appropriate intervals.
- 2.02: Uses knowledge of patient history and barriers to effective pain management in assessing and reassessing patient pain.
- 2.03: Develops non-pharmacologic approaches to pain when appropriate.
- 2.04: Identifies barriers to pain management and intervenes to improve outcomes.
- 2.05: Educates patient and family on pain management, importance of reporting pain and harmful effects of uncontrolled pain.
- 2.06: Assures pain management needs are addressed in discharge plan.
- 2.07: Coordinates pain management to optimize patient activities and therapies.
- 2.08: Utilizes evidence based practice to promote pain management.
- 2.09: Promotes pain management as a patient right.

Competency: Patient Rights - Level 1

Demonstrates knowledge of principles and practices associated with the rights and responsibilities of patients and caregivers.

- 1.01: Locates policies on patient rights, informed consent and advance directives, as applicable to role and scope of responsibilities.
- 1.02: Applies key areas covered under patient rights to role and scope of responsibilities.
- 1.03: For those employees working in the acute care setting, demonstrates knowledge of patient rights, informed consent, and advanced directives.

Select the Next button to page forward.

Competency: Patient and Family Centered Care - Level 1

Demonstrates knowledge of and applies principles and practices associated with patient and family centered care.

- 1.01: Is able to define the Sutter Health concept of family.
- 1.02: Locates the written philosophy of care.
- 1.03: Defines 8 core principles of patient and family centered care.
- 1.04: Gives example of Patient and Family centered care solutions from own area.
- 1.05: Demonstrates patient and family centered care principles whenever interacting with patients or hospital guests.
- 1.06: Able to state at least 3 benefits of practicing patient and family centered care to the organization.
- 1.07: Identifies benefits to patients and families.
- 1.08: Understands regulatory agency requirements for patient and family centered care.
- 1.09: Completes assigned trainings(s) on Patient and Family Centered Care in a timely manner.

Competency: Policy, Procedures, and Standards - Level 1

Utilizes industry standards, policies and procedures relevant to function and organization. These can be clinical or non-clinical in nature.

- 1.01: Complies with organizational and professional standards, as well as organizational and departmental policies and procedures.
- 1.02: Identifies common policies, procedures, and standards.

- 1.03: Obtains and reviews documentation and information on standards and their usage.
- 1.04: Applies policy, procedure, and standards documentation.
- 1.05: Identifies areas for improvement and provides feedback to the appropriate personnel.
- 1.06: Contributes to the development and implementation of specific procedures.
- 1.07: Describes control and monitoring mechanisms, tools and techniques.
- 1.08: Complies with appropriate abuse reporting requirements for the reporting of child, elderly, disabled, and other types of suspected abuse as applicable.

Select the Next button to page forward.

Competency: Privacy and Confidentiality - Level 1

Complies with privacy and confidentiality rules, policies, and procedures, including applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA).

- 1.01: Names publications, places or a local resource to refer to for policy and procedure relating to privacy and confidentiality.
- 1.02: Adheres to all aspects of privacy and confidentiality laws, regulations and policies.
- 1.03: Relates implications of privacy laws and regulations to own function.

Select the Next button to page forward.

Competency: Professional Practice - Level 2

Demonstrates role competency by utilizing critical thinking, professional judgement, teamwork and effective communication within scope of practice.

- 1.01: Collaborates with peers and supervisors to assure patient needs are met.
- 1.02: Provides input for patient rounds by communicating patient clinical status, care goals/problems and plans with team.
- 1.03: Communicates a concise, organized and thorough report.
- 1.04: Performs responsibilities to extent of license/certification and job description.
- 1.05: Seeks out educational opportunities/experiences to continually update practice.
- 2.01: Collaborates with peers and supervisors to assure patient and unit needs are met.
- 2.02: Offers assistance to others to assure patient and unit needs are met.
- 2.03: Participates in patient rounds by leading discussions regarding their patients' clinical status, care goals/problems and plans with team.
- 2.04: Communicates a concise, organized and thorough report with caregivers when patient hand offs occur including: anticipated changes, plan of care, short and long term goals, discharge and educational needs.
- 2.05: Assesses need for unit resources, support and assistance, and actively participates for resolution.
- 2.06: Delegates to other care providers to facilitate meeting patients' needs in a timely manner with follow-up to assure desired results.
- 2.07: Seeks out physicians for professional consultation and collaboration to discuss patient care issues.
- 2.08: Functions as a resource/role model for departmental and organizational standards and policies and procedures.
- 2.09: Utilizes the Chain of Command, Rapid Response Team and other resources to assure patient safety.
- 2.10: Communicates any adverse event with supervisor to manage risk to hospital.

Competency: Quality Assurance - Level 1

Demonstrates knowledge and individual behaviors that are aligned with assuring organizational quality.

- 1.01: Recognizes and appropriately reports/escalates deviations, problems, unusual occurrences and unexpected outcomes.
- 1.02: Can describe the organization's approach to performance improvement.
- 1.03: Effectively completes tasks related to quality control and/or process control.
- 1.04: Can describe and, works within, scope of practice and/or position, exercising the appropriate level of authority and responsibility.
- 1.05: Effectively communicates to ensure quality of service, products and/or care.
- 1.06: Effectively organizes, coordinates and prioritizes work to ensure quality of service, products and/or care.

Select the Next button to page forward.

Competency: Safety / Environment of Care - Level 1

Provides a safe work environment to prevent injury to self, patients, visitors, and other workforce members.

- 1.01: Wears Photo I.D. badge in accordance with dress code.
- 1.02: Identifies and reports safety hazards and/or violations, and protects the environment and patient until the situation is resolved.

- 1.03: Removes unsafe equipment from use according to policy.
- 1.04: Reports to appropriate staff any furniture that appears to be in need of repair.
- 1.05: Stores supplies, machines and equipment in their proper places.
- 1.06: Constantly observes working environment for hazards.
- 1.07: Reports immediately all close calls, accidents, and occurrences for patients, visitors and staff.
- 1.08: Uses sound judgment that promotes safety in individual situations.
- 1.09: Observes no smoking policies.
- 1.10: Reduces the risk of patient harm resulting from falls when in a patient care environment.
- 1.11: Reports or cleans spills immediately according to guidelines.
- 1.12: Understands and applies standard safety acronyms and related procedures.
- 1.13: Participates in all mandated environmental safety programs.
- 1.14: Completes assigned safety trainings in a timely fashion.
- 1.15: Reminds others of the importance of a safe environment.
- 1.16: Demonstrates awareness of risk and seeks risk reduction in own work area.
- 1.17: When working with patients, correctly identifies patient with at least two patient identifiers.

Select the Next button to page forward.

Competency: Service and Satisfaction - Level 1

Applies knowledge of practices, behaviors, applicable laws, rules and regulations governing proper conduct.

- 1.01: Complies with ethics as explained in the Sutter Health Standards for Business Conduct.
- 1.02: Adheres to all components of entity-specific Standards of Behavior/Performance/Excellence.
- 1.03: Identifies potential areas of risk and reports them appropriately.
- 1.04: Demonstrates commitment to excellence.
- 1.05: Treats all employees, medical staff members, patients, visitors and customers with respect, dignity and fairness.
- 1.06: Participates in customer (e.g., physician, patient) service efforts, contributing to high customer satisfaction.
- 1.07: Holds self and peers accountable to uphold the Standards of Behavior/Performance/Excellence.
- 1.08: Aligns individual behavior with organizational goals and values.

Select the Next button to page forward.

Principal Accountabilities Rating

Overall Principal Accountabilities Rating

Please choose the rating which best describes the performance in regards to Principal Accountabilities and then select the Next button to page forward to the next section.

■ Manager's assessment

Rating

Strong Performer

Comments

2015-2016 Metrics and Results for Principal Accountabilities for Non-Exempt Staff Evaluations July 2016

FINANCE

Unit

As resources are limited in health care, we need to be careful stewards of these resources. This includes appropriate use of time, resources, and supplies.

Scores

GOAL: Go Meet 2015 budget

1 (I) 2 (G) 3 (S) 3.5 (E)

Budget is 10% off target Budget is 5% off target Target met Budget is 5% better than Target

4 (R)

Budget is 10% better than target

Score: 2.0 0.50 25% Weight Score Input Here -> G

PEOPLE

UNIT

Standardized work and processes are crucial to ensuring that high quality with predictable outcomes are delivered to our patients and each other as team members. Compliance and ethics remain core values of SMCS. Completion of Compliance and Ethic training at 90% or greater.

GOAL: Completion of Compliance and Ethic training at 90% or greater.

Scores

1 (I) - SMCS completes compliance and ethics training at <85%

2 (G) - SMCS completes compliance and ethics training at 85-89%

3 (S) - SMCS completes compliance and ethic training at 90%

3.5 (E) - SMCS completes compliance and ethic training at 95% or greater

4 (R) - SMCS completes compliance and ethics training at 100%
Score: 3.5 0.88 25% Weight Score Input Here → E

QUALITY HOSPITAL

To ensure the highest quality of clinical care is provided to our patients.

GOAL: Completes a safe and successful move from SMH to the new combined campus. In conjunction with this move, an e-hr go live will occur completing our MOMS move.

Scores

- 1 (I) - MOM (both) no go
 - 2 (G) - Move go, e-hr no go
 - 3 (S) - Move and e-hr go, > 8 hours
 - 3.5 (E) - Move and e-hr completed within 8 hours
 - 4 (R) - Move and e-hr completed in less time than anticipated
- Score: 3.5 0.88 25% Weight Score Input Here → E

SERVICE HOSPITAL

To ensure our patient's experience is complete- reflecting not only our clinical expertise but our compassion and caring.

- 1 (I) - Overall Hospital Inpatient Patient Satisfaction Results as measured by HCAHPS 4 or less service area domains at National Achievement Threshold
 - 2 (G) - 5 to 7 service area domains at National Achievement Threshold
 - 3 (S) - 6 of 8 service area domains at National Achievement Threshold
 - 3.5 (E) - At least 7 of 8 service area domains at National Achievement Threshold and remaining domains at National Benchmark
 - 4 (E) - 8 of 8 service area domains at National Benchmark
- Score: 2.0 0.50 25% Weight Score Input Here → G

Overall Result for SMCS Principal Accountability Section → 2.75

Overall Letter Result for Principal Accountabilities OVERALL for Pillars

R= 3.75-4.0 2.75
E=3.25-3.74
S=2.5-3.24
G= 2.49-1.5
I=1.49 OR LESS

Competencies Rating

Overall Competencies Rating

1. Choose the rating which best describes whether or not all competencies were met.
2. Use the comment field if the required proficiency level was not met, or if this particular employee's role requires a higher level of proficiency.
3. Indicate the Type of Patient Care Provided in the Additional Information section under the Comments area below.
4. When done, select the Next button to page to the next section.

■ Manager's assessment

Rating

All Competencies Met/New Comp Not Met - No deduction

Comments

No comments entered

Performance Goals (if applicable)

Performance Goals Rating (if applicable)

It is not mandatory for Non-Exempt employees to use the Goal plan; however, if the employee being evaluated had goals in their plan, select a rating which best reflects the extent to which those goals have or have not been achieved.

1. To view the employee's goal plan, save the review, click the drop down arrow in the Module section above and choose Goal Plan.
2. If the goal plan was not used, click the box next to Not Applicable. When done, select the Next button to page to the next section.

■ Manager's assessment

Rating
Not Applicable
Comments
No comments entered

How Results Were Achieved

Excellence & Quality

- Demonstrates ability to assess a situation, consider options and choose an appropriate course of action. Utilizes appropriate resources to effectively resolve the issue.
 - Proactively identifies vs. reacts to problems/issues.
 - When appropriate, seeks guidance and direction to complete tasks, including asking appropriate questions and seeking needed clarification.
 - Consistently produces error free work with appropriate level of supervision, even when quantity increases.
 - Identifies new/different ways to improve upon how things are done and takes appropriate action to make it happen.
 - Actively participates in quality improvement initiatives/activities in unit/department/entity, including bringing out of date policies and procedures to supervisor's attention.
 - Communicates with others (both internal and external) in a positive and effective manner.
 - Meets timelines and deadlines, effectively balancing priorities even in the face of high volume or emergency situations.
- Select the Next button to page forward.

■ Manager's assessment

Rating
Exceeds Expectations
Comments

(b) (6) is an active member on (b) (6), (b) (7)(C), a joint venture with staff from (b) (6), (b) (7)(C). (b) (6) completes Patient Safety Records as indicated, to help leadership identify gaps in processes or policies which may affect patient safety and well being. (b) (6) works frequently with student nurses from CSUS, SCC, and Samuel Merritt College. (b) (6) shares (b) (6) knowledge, organizational approach to cares, and provides very good learning experiences for each. (b) (6) always makes them feel welcome and engages them into cares as they progress through the day. This is very much appreciated by (b) (6), (b) (7)(C) nurses. (b) (6) is very detailed. (b) (6) will look through the patient's medical record to ensure all (b) (6) orders are being done, and documentation is accurate. (As examples) If there is a number reversed, a piece of data missing, a follow up test that hasn't been ordered yet, (b) (6) will be the one to find it, and work to ensure it is corrected or completed prior to discharge. This was the case at SMH using a paper medical record, and is the same using computer (EPIC) charting now as well. (Great job, (b) (6))

Compassion & Caring

- Demonstrates excellent customer service skills, including handling customer needs in a competent and knowledgeable manner, responding promptly to needs and questions.
 - Takes personal ownership of issues (e.g. Customer Service, Operational), seeing them through to resolution. Solves the problem or takes it to appropriate person for resolution.
 - Demonstrates appropriate work behaviors that are sensitive to the work environment, including talking softly in patient care and support areas and acknowledging patients/visitors promptly.
 - Demonstrates professionalism when faced with situations requiring conflict resolution (includes other Sutter employees/departments, MDs, patients, patient family, visitors, etc.) - listens to problem/issue, responds calmly and positively, and seeks to resolve situation in non-defensive manner.
- Select the Next button to page forward.

■ Manager's assessment

Rating
Exceeds Expectations

Comments

(b) (6) exceeded unit expectations in being a (b) (6), (b) (7)(C) nurse this past year. (b) (6) had (b) (6) is an excellent parent educator and engages families to feel comfortable in the cares of their baby. (b) (6) requested discharges so (b) (6) could increase (b) (6) proficiency and streamline (b) (6) time using EPIC during the discharge process. (b) (6) now has had many opportunities and does an excellent job!

Honesty & Integrity

- Protects confidential information including patient, organization, and employee information. Does not discuss confidential information with or in front of anyone - including other employees, patients, friends, family, business or social acquaintances, customers, suppliers or others - unless appropriate procedures to release information have been followed or the individual is in a recognized "need to know" role.
 - Recognizes and takes accountability for personal actions or inaction. Fully tells/discloses information to appropriate individuals.
 - Appropriately creates and/or handles documents and records, maintaining the integrity of information and confidentiality.
- Select the Next button to page forward.

■ Manager's assessment

Rating

Strong Performer

Comments

(b) (6) recognizes and takes accountability for personal actions or inaction and fully tells/discloses information to appropriate individuals. Is respectful of patient/family privacy.

Teamwork

- Willingly accepts work direction from supervisor and appropriate team members.
 - Supports new processes, procedures, other changes in work methods.
 - Maintains positive and cooperative relationships within own work team and all other departments, shifts, and other Sutter Health entities. Positively interacts with others with different skills, abilities, and backgrounds.
 - Seeks others' ideas and opinions.
 - Notices when other employees are under pressure to complete work or are experiencing other difficulties and offers to lend a hand to help them.
 - Amount of work completed meets or exceeds job standards. Consistently carries fair share of the work.
 - Demonstrates flexibility: Willingly accepts work assignments that are not primary accountabilities; willingly takes on extra work; is flexible with work location, department, unit, shift assignment and necessary changes in processes and workflow.
 - Exhibits flexibility to changing conditions and workflows: Understands and accepts that sometimes change results in more work or relearning of processes, procedures and work methods.
 - Proactively seeks training and development to learn new technology/equipment/techniques, etc.
 - Cross-trains and/or shares acquired knowledge, skills, techniques, etc. with peers to strengthen the team.
 - Stays current regarding employee communications and organization/facility/department issues.
 - Demonstrates effective time management skills, including attending to personal business on own time.
 - Does not let personal issues disrupt work environment.
- Select the Next button to page forward.

■ Manager's assessment

Rating

Strong Performer

Comments

No comment required.

Community

- Positively represents and supports the organization when talking to others within the organization (including within the department/entity and among other employees) and to others, such as vendors, patients, guests, and visitors.
 - Supports our not-for-profit mission and the community benefit programs, services and activities sponsored by the organization.
- Select the Next button to page forward.

■ Manager's assessment

Rating

Strong Performer

Comments

(b) (6) is an active volunteer in the community. (b) (6) volunteers at a weekly Boy Scout Club meeting, and has worked with and guided, 8 to achieve Eagle Scout rank! (no easy feat!) (b) (6) is a volunteer at 'Camp Keepsake' held for one week in Ojai each October, for people with cancer, and their families. It is a time of support, fun, laughter, family bonding, and mingling with others going through similar challenges. (Great job, (b) (6)!)

Universal Requirements

Universal Requirements

Review the Universal Requirements below and rate whether or not they were met. If a requirement was not met please document in the Comment field below along with any Required Licensure and Continuing Education information.

- New Employee Requirements (if applicable), including General/Department Orientation and Completion of all New Hire Requirements
 - Completes annual Purified Protein Derivative (PPD) Testing (if applicable)
 - Environment of Care (Safety) Training (if applicable), including: Injury/Illness Prevention; Electrical Safety; Fire Procedures; Infection Control/Exposure Control; Hazard Communication; Disaster & Emergency Procedures; Hazardous Waste Disposal
 - Actively demonstrates and adheres to service excellence/Sutter Difference Standards
 - Completes Standards of Business Conduct/Compliance Training
 - Records time in accordance with the Policy
 - Complies with Attendance Policy
 - Complies with Dress Code
 - Maintains a working knowledge of and adheres to organization, department and professional standards, policies, procedures and protocols
 - List any Required Licensure, Certification and/or Registration and Other Position/Department Specific Required Training in the Comment field below
 - Document all Continuing Education in the Comment field below
- Select the Next button to page forward.

■ Manager's assessment

Rating

Yes, Met Requirements

Comments

RN License: Active & Current

CPR and NRP: Current

Mandatory Education (eLearning, all other unit & hospital based education): Current

Has BSN, and a BA in (b) (6), (b) (7)(C)

CORRECTIVE ACTION NOTICE

To: (b) (6), (b) (7)(C)
Date: (b) (6), (b) (7)(C) 2017

Employee Number: (b) (6), (b) (7)(C)
Manager/Director: (b) (6), (b) (7)(C)

Department: (b) (6), (b) (7)(C)

We believe that every individual wants and needs to know if satisfactory performance is not being achieved and/or if policies and practices are being violated. Corrective Action is a positive step toward resolution of an identified problem and, to the extent possible, gives each employee an opportunity to correct job related behavior/performance. Involuntary termination is not the desired result, and is used only after significant attempts have been made to solve the problem, or in response to serious conduct violations.

PART I CORRECTIVE ACTION TAKEN:

☐ WRITTEN WARNING LEVEL 1: The following problem must be resolved by _____ or further corrective action will be needed.
Date

☐ FINAL WRITTEN or SUSPENSION: The following problem has led to your suspension from _____ to _____
Dates

☐ WRITTEN WARNING LEVEL 2: The following problem must be resolved by _____ or it will result in: ☐ Suspension ☐ Termination
Date

☒ INVOLUNTARY TERMINATION: The following problem has led to your termination effective: (b) (6), (b) (7)(C) 17
Date

PART II DESCRIPTION OF PROBLEM:

The specific problem is (including dates):

On (b) (6), (b) (7)(C) 16, (b) (6), (b) (7)(C) exhibited hostile, intimidating and threatening behavior towards (b) (6), (b) (7)(C). The investigation into this incident revealed that (b) (6), (b) (7)(C) was backed up against the wall with (b) (6), (b) (7)(C) and two other nurses surrounding (b) (6), (b) (7)(C) was standing in front of (b) (6), (b) (7)(C), and used (b) (6), (b) (7)(C) body to physically touch (b) (6), (b) (7)(C) body in an aggressive manner. (b) (6), (b) (7)(C) was pointing finger in (b) (6), (b) (7)(C) face and being abusive and aggressive in (b) (6), (b) (7)(C) communications with (b) (6), (b) (7)(C) used a raised voice to shout at (b) (6), (b) (7)(C) though (b) (6), (b) (7)(C) was standing so close to (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) was touching (b) (6), (b) (7)(C). By backing (b) (6), (b) (7)(C) against a wall, (b) (6), (b) (7)(C) also physically blocked (b) (6), (b) (7)(C) from being able to walk away. The incident took place in a work area in front of multiple coworkers, such that it caused a disruption in the workplace and undermined (b) (6), (b) (7)(C) supervisory authority. (b) (6), (b) (7)(C) was visibly distressed to such an extent that an observing employee was prompted to step in between (b) (6), (b) (7)(C) to remove (b) (6), (b) (7)(C) from the situation. (b) (6), (b) (7)(C) began to follow the employee to the elevator and (b) (6), (b) (7)(C) asked (b) (6), (b) (7)(C) to stop. (b) (6), (b) (7)(C) continued to follow (b) (6), (b) (7)(C) requiring (b) (6), (b) (7)(C) to repeat (b) (6), (b) (7)(C) request that (b) (6), (b) (7)(C) stop following (b) (6), (b) (7)(C).

Violation of the Human Resource Policy Guidelines for Disruptive Behavior and Prevention of Workplace Violence:

- **Disruptive Behavior:** Any incident in which the delivery of care or services is interrupted or impeded. This includes yelling, being hostile after reasonable request and demanding immediate and unreasonable action.
- **Threatening Behavior:** Any verbal or non-verbal expression of an intention to inflict pain or injury or to cause annoyance or alarm. This includes threatening to harm people directly or indirectly and intimidating actions, including: blocking pathway, leering, stalking.
- **Harassment:** Any intent to harass, annoy, threaten or alarm another person.

A resolution to the problem is important because:

Sutter Medical Center, Sacramento (SMCS) is committed to creating the best work environment possible, including professional and respectful treatment of its employees. SMCS will not tolerate any behavior that is in violation of our policies.

Assistance and/or previous warning offered by Supervisor:

E-Learning: Management of Aggressive Behavior Review - 04/11/2016

Criteria for determining whether or not the problem is resolved: N/A

Date(s) for progress review and follow-through meetings(s): N/A

Other Comments (i.e., supporting data, etc.):

(b) (6), (b) (7)(C) behavior was a serious violation of SMCS Disruptive Behavior and Workplace Violence policy. Due to the serious nature of this incident, (b) (6), (b) (7)(C) employment is terminated effective today.

Grievance Policy B40 given to employee.

PART III DISPOSITION OF ACTION NOTICE:

☐ Written Warning/ Level 1 and 2: Under certain conditions, after one year from the date of this Corrective Action Notice, you may make a written request for the Department Director to have this document removed from your HR file. In order for this to occur, there must not be any additional or ongoing corrective action issues.

(3170133 v.1)

I disagree with the above
(b) (6), (b) (7)(C)

☒ Suspension/Termination: In cases involving a Final Written/ Suspension and/or Termination, this form becomes a permanent part of your HR file.

I disagree with Facebook

PART IV SIGNATURES:

Employee's signature below indicates receipt of above notice, and does not necessarily imply agreement. Employee may add comments on reverse side or pursue right to grievance according to the company's Grievance Procedures.

(b) (6), (b) (7)(C)	Date	Su (b) (6), (b) (7)(C)	Date
	(b) (6), (b) (7)(C) 2017	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C) 2017
	Date	Time in Conference	

This form is to be discussed with the employee. Obtain necessary signatures. DISTRIBUTION: Department files; Employee copy. Forward copy to HR immediately.

CORRECTIVE ACTION NOTICE

To: (b) (6), (b) (7)(C)
Date: (b) (6), (b) (7)(C) 2017

Employee Number: (b) (6), (b) (7)(C)
Manager/Director: (b) (6), (b) (7)(C)

Department: (b) (6), (b) (7)(C)

We believe that every individual wants and needs to know if satisfactory performance is not being achieved and/or if policies and practices are being violated. Corrective Action is a positive step toward resolution of an identified problem and, to the extent possible, gives each employee an opportunity to correct job related behavior/performance. Involuntary termination is not the desired result, and is used only after significant attempts have been made to solve the problem, or in response to serious conduct violations.

PART I CORRECTIVE ACTION TAKEN:

☐ **WRITTEN WARNING LEVEL 1:** The following problem must be resolved by _____ or further corrective action will be needed.
Date

☐ **FINAL WRITTEN or SUSPENSION:** The following problem has led to your suspension from _____ to _____
Dates

☒ **WRITTEN WARNING LEVEL 2:** The following problem must be resolved immediately or it will result in: ☐ Suspension ☐ Termination
Date

☐ **INVOLUNTARY TERMINATION:** The following problem has lead to your termination effective: _____
Date

PART II

DESCRIPTION OF PROBLEM:

The specific problem is (including dates):	
On (b) (6), (b) (7)(C) 16, (b) (6), (b) (7)(C) exhibited hostile, intimidating and threatening behavior towards (b) (6), (b) (7)(C). The investigation into this incident revealed that (b) (6), (b) (7)(C) was backed up against the wall with (b) (6), (b) (7)(C) and two other nurses surrounding (b) (6), (b) (7)(C) and the two nurses were in very close proximity to (b) (6), (b) (7)(C) face and body, in an intimidating and threatening manner. The incident took place in a work area in front of multiple coworkers, such that it caused a disruption in the workplace and undermined (b) (6), (b) (7)(C) supervisory authority. (b) (6), (b) (7)(C) was visibly distressed to such an extent that an observing employee was prompted to intervene to remove (b) (6), (b) (7)(C) from the situation.	
Violation of the Human Resource Policy Guidelines for Disruptive Behavior and Prevention of Workplace Violence:	
<ul style="list-style-type: none"> • Disruptive Behavior: Any incident in which the delivery of care or services is interrupted or impeded. This includes yelling, being hostile after reasonable request and demanding immediate and unreasonable action. • Threatening Behavior: Any verbal or non-verbal expression of an intention to inflict pain or injury or to cause annoyance or alarm. • Harassment: Any intent to harass, annoy, threaten or alarm another person. 	
A resolution to the problem is important because:	
Sutter Medical Center, Sacramento (SMCS) is committed to creating the best work environment possible, including professional and respectful treatment of its employees. SMCS will not tolerate any behavior that is in violation of our policies.	
Assistance and/or previous warning offered by Supervisor:	
E-Learning: Management of Aggressive Behavior – Review: 04/02/2016	
Criteria for determining whether or not the problem is resolved:	
There are to be no other violations of SMCS Disruptive Behavior and Prevention of Workplace Violence policy. (b) (6), (b) (7)(C) will immediately be responsible for consistent and sustained professional and cooperative behavior at all times while on duty and on hospital premises.	
Date(s) for progress review and follow-through meetings(s):	
(b) (6), (b) (7)(C) will be required to re-take the Management of Aggressive Behavior e-learning course within the next 30 days. (b) (6), (b) (7)(C) will also meet with (b) (6), (b) (7)(C) every two weeks for the next 60 days. The specific days to be determined by (b) (6), (b) (7)(C) to ensure all policies are being met.	
Other Comments (i.e., supporting data, etc.):	
Any additional incidents that are in violation of SMCS Disruptive Behavior and Workplace Violence policies may result in further corrective action, up to and including termination of employment.	
Grievance Policy B40 given to employee.	

PART III

DISPOSITION OF ACTION NOTICE:

☒ **Written Warning/ Level 1 and 2:** Under certain conditions, after one year from the date of this Corrective Action Notice, you may make a written request for the Department Director to have this document removed from your HR file. In order for this to occur, there must not be any additional or ongoing corrective action issues.

☐ Suspension/Termination: In cases involving a Final Written/ Suspension and/or Termination, this form becomes a permanent part of your HR file.

PART IV SIGNATURES:

Employee's signature below indicates receipt of above notice, and does not necessarily imply agreement. Employee (b) (6), (b) (7)(C) comments on reverse side or pursue right to grievance according to the company's Grievance Procedures.

Signature: [Redacted]
(b) (6), (b) (7)(C)

Date
(b) (6), (b) (7)(C)

Supervisor
(b) (6), (b) (7)(C)

Date
(b) (6), (b) (7)(C)

Date

Time in Conference

This form is to be discussed with the employee. Obtain necessary signatures. DISTRIBUTION: Department files; Employee copy; Forward copy to HR limited solely.

CORRECTIVE ACTION NOTICE

To: (b) (6), (b) (7)(C)
Date: (b) (6), (b) (7)(C) 2017

Employee Number: (b) (6), (b) (7)(C)
Manager/Director: (b) (6), (b) (7)(C)

Department: (b) (6), (b) (7)(C)

We believe that every individual wants and needs to know if satisfactory performance is not being achieved and/or if policies and practices are being violated. Corrective Action is a positive step toward resolution of an identified problem and, to the extent possible, gives each employee an opportunity to correct job related behavior/performance. Involuntary termination is not the desired result, and is used only after significant attempts have been made to solve the problem, or in response to serious conduct violations.

PART I CORRECTIVE ACTION TAKEN:

☐ **WRITTEN WARNING LEVEL 1:** The following problem must be resolved by _____ or further corrective action will be needed.
Date _____

☐ **FINAL WRITTEN or SUSPENSION:** The following problem has led to your suspension from _____ to _____
Dates _____

☒ **WRITTEN WARNING LEVEL 2:** The following problem must be resolved immediately or it will result in: ☐ Suspension ☐ Termination
Date _____

☐ **INVOLUNTARY TERMINATION:** The following problem has led to your termination effective: _____
Date _____

PART II DESCRIPTION OF PROBLEM:

The specific problem is (including dates):

On (b) (6), (b) (7)(C) 1/16, (b) (6), (b) (7)(C) exhibited hostile, intimidating and threatening behavior towards (b) (6), (b) (7)(C). The investigation into this incident revealed that (b) (6), (b) (7)(C) was backed up against the wall with (b) (6), (b) (7)(C) and two other nurses surrounding (b) (6), (b) (7)(C) and the two nurses were in very close proximity to (b) (6), (b) (7)(C) face and body, in an intimidating and threatening manner. The incident took place in a work area in front of multiple coworkers, such that it caused a disruption in the workplace and undermined (b) (6), (b) (7)(C) supervisory authority. (b) (6), (b) (7)(C) was visibly distressed to such an extent that an observing employee was prompted to intervene to remove (b) (6), (b) (7)(C) from the situation.

Violation of the Human Resource Policy Guidelines for Disruptive Behavior and Prevention of Workplace Violence:

- **Disruptive Behavior:** Any incident in which the delivery of care or services is interrupted or impeded. This includes yelling, being hostile after reasonable request and demanding immediate and unreasonable action.
- **Threatening Behavior:** Any verbal or non-verbal expression of an intention to inflict pain or injury or to cause annoyance or alarm.
- **Harassment:** Any intent to harass, annoy, threaten or alarm another person.

A resolution to the problem is important because:

Sutter Medical Center, Sacramento (SMCS) is committed to creating the best work environment possible, including professional and respectful treatment of its employees. SMCS will not tolerate any behavior that is in violation of our policies.

Assistance and/or previous warning offered by Supervisor:

E-learning: Management of Aggressive Behavior – Review: 05/30/2016

Criteria for determining whether or not the problem is resolved:

There are to be no other violations of SMCS Disruptive Behavior and Prevention of Workplace Violence policy. (b) (6), (b) (7)(C) will immediately be responsible for consistent and sustained professional and cooperative behavior at all times while on duty and on hospital premises.

Date(s) for progress review and follow-through meetings(s):

(b) (6), (b) (7)(C) will be required to re-take the Management of Aggressive Behavior e-learning course within the next 30 days. (b) (6), (b) (7)(C) will also meet with (b) (6), (b) (7)(C) every two weeks for the next 60 days. The specific days to be determined by (b) (6), (b) (7)(C) to ensure all policies are being met.

Other Comments (i.e., supporting data, etc.):

Any additional incidents that are in violation of SMCS Disruptive Behavior and Workplace Violence policies may result in further corrective action, up to and including termination of employment.

Grievance Policy B40 given to employee.

PART III DISPOSITION OF ACTION NOTICE:

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☐ Suspension/Termination: In cases involving a Final Written/ Suspension and/or Termination, this form becomes a permanent part of your HR file.

PART IV SIGNATURES:

Employee's signature below indicates receipt of above notice, and does not necessarily imply agreement. Employee may add comments on reverse side or pursue right to grievance according to the company's Grievance Procedures.

Employee's Signature <i>I disagree with consecutive actions under direct</i>	Date <i>1/2</i>	Supervisor's Signature <i>(b) (6), (b) (7)(C)</i>	Date <i>(b) (6), (b) (7)(C)</i>
Witness (if Employee refuses to sign)	Date	Conference	

This form is to be discussed with the employee. Obtain necessary signatures. DISTRIBUTION: Department files; Employee copy; Forward copy to HR immediately

SUTTER HEALTH HUMAN RESOURCE POLICIES

POLICY: Managing Behavioral Choices in the Workplace	POLICY #: R27
ORIGINATION DATE: September 9, 2010	REVIEW/REVISION DATE(S):

I. PURPOSE

To establish policy guidelines for the application of Just Culture principles to guide our employees and managers to make choices that are in the best interest of our patients, co-workers, themselves, the public and the organization and avoid unjustifiable risk or harm to patients, to co-workers, to themselves, to the public, and to the organization. We value and respect our workforce and wish to see them be successful. This policy describes and defines our process to manage behavioral choices, to facilitate change, prevent mistakes and errors by learning from them when they do occur, and improve employee performance and retention. If the efforts to improve employee behavioral choices described in this policy are not successful, this policy outlines procedures leading progressively from counseling up to and including termination.

II. GENERAL INFORMATION

A. Philosophy

The SHSSR is committed to the ongoing development and maintenance of a just and learning culture and recognizes its responsibility for ensuring quality patient care and related services. These responsibilities create the need for standardized policies, procedures and a standard of performance by its workforce. It is the responsibility of each SHSSR affiliate management to ensure that policies and standards of performance are observed and that objective treatment of employees is achieved through application of Just Culture principles. SHSSR will take appropriate corrective action against any member of its workforce who by their misconduct, including repetitive risky behavior, violates any Federal or California state law or regulation, or any Sutter Health or SHSSR policy.

Any corrective action taken is to be the result of a prompt, objective investigation and appraisal of the facts and must be reasonably related to the offense. Appropriate supervisory documentation of the problem and action taken is required. Consistency of corrective action is necessary and penalties should be uniform where similar circumstances exist.

SHSSR guidelines are designed to provide equitable treatment for all employees without regard to race, color, religion, creed, gender, marital status (registered domestic partner status), sexual orientation, national origin, age, medical condition, veteran's status, political affiliation or any other protected classification that may lead to unjust discrimination.

A. Definitions/Process

a. Three Duties in a Just Culture

<i>The Duty</i>	<i>Explanation</i>
The duty to avoid causing unjustified risk or harm	A general duty to not create unreasonable or unjustified risk or harm to each other. Examples: duty to avoid causing harm to patients, visitors, and fellow employees. These duties may also include physical, emotional, or financial harm.
The duty to follow a procedural rule when working within the organization	An explicit duty to follow rules created within the system designed by the employer, regulator, professional society, or local group. Examples: duty to follow medication protocol, duty to follow patient restraint policy, duty to report adverse events.
The duty to produce an outcome for the organization	An explicit duty to produce a result through a system that the employee controls. Example: Duty to be at work at 8:00 a.m., duty to wear badge.

In any circumstance within the work environment, these three duties can overlap. An employee is always subject to the duty to avoid causing unjustified risk or harm.

B. Breaches of Duties

Employees may occasionally make errors and/or inappropriate decisions in relation to the duties that they owe the organization. In these cases, their behavior may "breach" one or more of Duties listed above. There are three general breaches:

<i>The Breach</i>	<i>Explanation</i>
Human error	An inadvertent action. Inadvertently doing other than what should have been done; slip, lapse, mistake.
At-risk behavior	A behavioral choice that increases risk where risk is not recognized, or is mistakenly and reasonably believed to be justified.
Misconduct behavior	A behavioral choice to <u>consciously</u> or unreasonably disregard a substantial and unjustifiable risk.

Employees are expected to avoid workplace behavior misconduct of any kind – as misconduct involves the recognition and disregard of substantial and unjustifiable risk.

Where working under a duty to produce an outcome, an employee will be held accountable as directed by the code of conduct and individual policies. These policies put the employee on notice to the duty, and prescribe acceptable outcomes attached to each duty (e.g., time and attendance, dress code, harassment).

When working under a duty to follow a procedural rule within a system, an employee will be

subject to corrective action when he or she has disregarded the risks associated with breaking the rule.

At all times, an employee will be subject to the duty to avoid causing harm to himself, to fellow employees, patients, visitors, and to the organization. Under this duty, employees will be open to corrective action when their misconduct or failure to take appropriate action within the scope of their position brings unreasonable risk or harm to themselves or others.

In addition to these actions stemming from single events, an employee who has committed a series of human errors or at-risk behaviors that is not caused by a work system error, will be subject to corrective action when non-punitive remedial action (e.g., education, coaching) is not effective in changing behavior.

C. Responses to Breaches of Duties: There are three types of action where leadership will engage in when an employee breaches a duty. They include:

1. Consoling (in response to a human error)

The intent of consoling human errors is to acknowledge to the employee that that the error was inadvertent, that it happened to them, and to demonstrate compassion—regardless of the severity of the outcome.

2. Coaching (in response to an at-risk behavior)

The intent of coaching is to help employees make better choices when they do not perceive the risks involved in their decisions or believe that their behaviors are justified. For non-repetitive situations, it is not part of the Formal Progressive Corrective Action process.

3. Formal Progressive Corrective Action (FPCA)

The intent of a formal progressive corrective action process is to bring about immediate improvement in an employee's daily performance. Counseling is normally, but not always, the first step in this process. The most productive kind of corrective action corrects and resolves a performance problem.

- a. FPCA does not apply to employees in their Introductory Period. For employees covered by a Collective Bargaining Agreement (CBA) the introductory/probationary period will be governed by their CBA.

VI. CROSS-REFERENCE OF POLICIES

- Grievance Procedure
- Harassment Policy
- Standards of Conduct

APPROVALS:	
HUMAN RESOURCES SIGNATURE:	DATE:

From: (b) (6), (b) (7)(C)
To: (b) (6), (b) (7)(C) @calnurses.org>
Subject: Fwd: (b) (6), (b) (7)(C) night of (b) (6), (b) (7)(C)
Date: Thu, Apr 20, 2017 10:33 am

Sent from my iPhone

Begin forwarded message:

From: (b) (6), (b) (7)(C)
Date: September 25, 2016 at 6:08:55 PM PDT
To: (b) (6), (b) (7)(C)
Subject: Fwd: (b) (6), (b) (7)(C) night of (b) (6), (b) (7)(C)

Sent from my iPhone

Begin forwarded message:

From: (b) (6), (b) (7)(C)
Date: September 25, 2016 at 5:50:29 PM PDT
To: (b) (6), (b) (7)(C) @nationalnursesunited.org
Subject: (b) (6), (b) (7)(C) night of (b) (6), (b) (7)(C)

Hi (b) (6), (b) (7)(C):

This is a summation of the last two nights' conversation with (b) (6), (b) (7)(C), our (b) (6), (b) (7)(C) nurse on the nights of (b) (6), (b) (7)(C)

I was working in room 7840 - 7842 both nights. (b) (6), (b) (7)(C) was on my (b) (6), (b) (7)(C) (b) (6), (b) (7)(C), and another was (b) (6), (b) (7)(C) with a (b) (6), (b) (7)(C). (b) (6), (b) (7)(C), the (b) (6), (b) (7)(C) nurse, spoke about some personal problems (b) (6), (b) (7)(C) was having on the night of Friday, (b) (6), (b) (7)(C) to me while we were in the pod. We had a long discussion about (b) (6), (b) (7)(C) personal problems, and then at some point, (b) (6), (b) (7)(C) asked me who I thought would be (b) (6), (b) (7)(C) if (b) (6), (b) (7)(C) were to retire and (b) (6), (b) (7)(C) went to days. (b) (6), (b) (7)(C) said (b) (6), (b) (7)(C) knew that (b) (6), (b) (7)(C) was retiring. I asked (b) (6), (b) (7)(C) how (b) (6), (b) (7)(C) knew that, and (b) (6), (b) (7)(C) did not answer. We discussed a variety of people and then (b) (6), (b) (7)(C) suggested (b) (6), (b) (7)(C) as (b) (6), (b) (7)(C). I supported the thought and told (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) would be good at it. I also told (b) (6), (b) (7)(C) that the problem with the unit management is that many of them are excellent clinicians but don't have any people skills. I said that I thought whoever becomes (b) (6), (b) (7)(C) should have excellent people skills, whether they are good clinicians or only average.

During the night of Saturday, (b) (6), (b) (7)(C) came by several times, both to round and

also to chat. We are not friends outside of work but we enjoy a good rapport and relationship while at work. We talked about several things, including (b) (6), (b) (7)(C) personal problems, me going to school, etc.

(b) (6), (b) (7)(C) came by again about 0230. (b) (6), (b) (7)(C) had just left on break, and (b) (6), (b) (7)(C) was in my pod as (b) (6), (b) (7)(C) nurse. (b) (6), (b) (7)(C) sat down in the parent chair by 7841 and said out of nowhere, "So tell me about the process." I was confused and said, "What process?" (b) (6), (b) (7)(C) said, "The process for the union." None of our conversations prior to this had been in any way related to the union, so I was surprised. I had not invited (b) (6), (b) (7)(C) to a meeting or even asked (b) (6), (b) (7)(C) about (b) (6), (b) (7)(C) feelings about the union in several months before this. I did not in any way initiate the conversation.

I asked (b) (6), (b) (7)(C) what (b) (6), (b) (7)(C) wanted to know. (b) (6), (b) (7)(C) told me, "The process." I asked (b) (6), (b) (7)(C) if (b) (6), (b) (7)(C) meant the process for voting in the union and (b) (6), (b) (7)(C) said yes. I told (b) (6), (b) (7)(C) the bare outline: that the NLRB requires 30% of the vote but the CNA prefers to go with 65%. (b) (6), (b) (7)(C) asked me "How do they know when they have 65%?" I said that we keep track of people who have said they support it. I explained the cards authorizing a vote before the NLRB. (b) (6), (b) (7)(C) said, "Oh, I've heard about your list." I asked (b) (6), (b) (7)(C) what (b) (6), (b) (7)(C) meant, and what had (b) (6), (b) (7)(C) heard. (b) (6), (b) (7)(C) said, "I hear you have a list that you take to meetings and in front of people, if they are pro, you check them off, or if they are against, you just cross them off." I was shocked to hear that and insulted. I said, "I would never cross anyone off a list, no matter what. That's not the kind of person I am." (b) (6), (b) (7)(C) said, "Well, everyone knows you have a list. It's in your planner." I laughed because I thought (b) (6), (b) (7)(C) was being naive and I said, "I would never bring that list to work." I offered to let (b) (6), (b) (7)(C) look in my planner because it doesn't have a list of any sort in it, just my life, and (b) (6), (b) (7)(C) said, "No, I don't have to do that. I believe you."

(b) (6), (b) (7)(C) then said (b) (6), (b) (7)(C) didn't understand why we had to have union meetings all secret, etc. I said that people are afraid of retaliation. Before most of the sentence was out of my mouth, (b) (6), (b) (7)(C) asked in a very derisive tone, (b) (6), (b) (7)(C) "have you ever experienced retaliation??" I stated emphatically that I had not and said that I thought our managers were too smart for that. (b) (6), (b) (7)(C) said, "Well, I don't know about that. They aren't all that smart. But I don't think any Sutter managers would ever retaliate." I said, "I beg to differ. I have a friend who went to one union meeting and the next day was brought into (b) (6), (b) (7)(C) manager's office and asked who went to the meeting and what happened. (b) (6), (b) (7)(C) hasn't been back to a meeting since." (b) (6), (b) (7)(C) said, "Well, why not?" I said, (b) (6), (b) (7)(C) "scared!" (b) (6), (b) (7)(C) asked me, "Scared of what?!" I said, "Scared of getting fired." (b) (6), (b) (7)(C) said, "Oh come on, has that ever happened?" I said it had. (b) (6), (b) (7)(C) said in a derisive tone, "In the RECENT past?" I said, "Within the last five years. There were (b) (6), (b) (7)(C) nurses fired from Huntington Hospital in Southern California." (b) (6), (b) (7)(C) did not respond directly to that.

(b) (6), (b) (7)(C) then said, "Well, you know that management knows who the pro union people are on this unit." I said, "Yes, I know that management is aware." About this time, it was 0250, and (b) (6), (b) (7)(C) came back from break. So (b) (6), (b) (7)(C) and I were all in the room. (b) (6), (b) (7)(C) asked me, "So would you ever go out on strike?" I told (b) (6), (b) (7)(C) the information about strikes that I knew: the super majority vote, the use of the strike as a bargaining tool, the fact that more than 90% of contracts are settled without a strike, and that strike votes don't actually result in strikes. (b) (6), (b) (7)(C) then said, "Yes, but you didn't answer the question. Would YOU go out on strike? Would you cross a picket line?" (b) (6), (b) (7)(C) behind me muttered something about, "I'd have trouble abandoning my patients." but then wandered away.

I said, "I didn't mean to give you corporate double speak. It's complicated for me. I don't know if I could go on strike or not. It would depend on what the strike was about. If it was for patient safety, yes, I would. If it was for \$1 more an hour, I don't think so. But I don't think most nurses would vote to go on strike for \$1 more an hour, either. And our managers would be the ones who would have to take care of our patients and I trust them and their clinical skills. Patients would be moved out because we have to give ten days notice for a strike, and I would have no hesitation that (b) (6), (b) (7)(C) could take care of a patient for the 24 hours of a strike."

(b) (6), (b) (7)(C) then said, "You know that people get intimidated to cross the line, right?" I said that I had not heard that. (b) (6), (b) (7)(C) then said, "Well, I worked at a place where the SEIU had employees, and they got phone calls all day and all night from the union people telling them that if they didn't go on strike and they crossed the picket line, all kinds of bad things would happen to them. They'd lose their jobs. Even worse things." I said that I didn't know anything about the SEIU and couldn't speak to that, but that I had been (b) (6), (b) (7)(C) at Kaiser during a strike and that as far as I knew nothing like that happened to my employees. I said that I would have been the person that would have heard about it, because I would have been the person that could do something about it if intimidation occurred, and that none of my employees seemed intimidated in the least.

Around this time, (b) (6), (b) (7)(C) told me, "You need to go on break." I'd forgotten that my break was at 0255. I then left for break.

When I came back, (b) (6), (b) (7)(C) was off the unit at huddle. During break, I had thought about what (b) (6), (b) (7)(C) had said and began to wonder about a few things.

When (b) (6), (b) (7)(C) came back from huddle, I went to the charge nurse desk, which was just outside my pod and where I could still hear what was going on in the pod. I stood there for a few minutes while other people talked to her. After everyone else had left, I said, "Before you cross me off, I have a question about our earlier conversation." We both laughed because I was joking about crossing people off a list. I said, "Just so you know, I find it pretty offensive that anyone would think that I would cross anyone off any list ever. I am just not the kind of person who writes people off just because they have different views than I do." (b) (6), (b) (7)(C) said, "This is going to be a joke from now on, isn't it?" I laughed and said, "Yeah, this is with you for the rest of my career with you. I'll be teasing you about it for life." (b) (6), (b) (7)(C) laughed.

I said, "But I do want to know when you say that management knows who the union supporters are, how do you know?"

(b) (6), (b) (7)(C) said, "Everyone knows."

I said, "Who are the union supporters?"

(b) (6), (b) (7)(C) said, "You and (b) (6), (b) (7)(C)."

I said, "And?"

(b) (6), (b) (7)(C) said, "I don't know."

I said, "You know we aren't the only ones, right?"

(b) (6), (b) (7)(C) said, "Those are the names I heard."

I said, "Well, that's really my question. When you say that management knows who the union supporters are, how do you know that?"

(b) (6), (b) (7)(C) said, "Everyone knows."

I said, "But how do you know that management knows?"

(b) (6), (b) (7)(C) said, "I overheard (b) (6), (b) (7)(C) talking about you and (b) (6), (b) (7)(C). They said that they know you're the union people in this unit." (b) (6), (b) (7)(C) are two of our (b) (6), (b) (7)(C). When (b) (6), (b) (7)(C) saw the surprise on my face, (b) (6), (b) (7)(C) said, "They didn't say anything bad!"

I said, "I'm surprised that they would talk about people who were organizing for the union in a

place where other staff members could hear them. I'm pretty sure that might be illegal, considering they are discussing staff members and the union in front of other staff members." (b) (6), (b) (7)(C) didn't say anything to that.

(b) (6), (b) (7)(C) then said, "Well, you know ALS is (b) (6), (b) (7)(C) baby, so (b) (6), (b) (7)(C) has told us that there would be a huge impact on the ALS program if the union came in." I said, "Well, you know they have ALS at Alta Bates, right?" (b) (6), (b) (7)(C) said, "No, but (b) (6), (b) (7)(C) said that there would be differences in the way the program is administered if there were a union, and that we probably couldn't do what we do." I said, "It's governed by the BRN, and there are tons of nurses who do what you do. They do it under standardized procedures with the BRN. It's just like nurses pronouncing patients dead. There are certain competencies you have to meet, and you have to meet them once a year and show that you can still do that, stuff like that. But it has nothing to do with whether you're in a union or not."

Δjj (b) (6), (b) (7)(C) then said, "Well, (b) (6), (b) (7)(C) said it's under the doctor's license." I said that (b) (6), (b) (7)(C) was right and that is what standardized procedures were developed to do. (b) (6), (b) (7)(C) said that (b) (6), (b) (7)(C) thought Alta Bates did their ALS program differently than we did. I said that my understanding was that their ALS program was modeled on ours.

(b) (6), (b) (7)(C) then said, "So what is it you're trying to accomplish with the union, anyway?" I said I wanted safer assignments. (b) (6), (b) (7)(C) asked, "What does that look like for you?" I said "Two (b) (6), (b) (7)(C) assignments." (b) (6), (b) (7)(C) asked if I'd be happy if we had three (b) (6), (b) (7)(C) assignments the way we did at Memorial, with everyone in one big room. I said that I'd feel better with that, but that I think two (b) (6), (b) (7)(C) assignments are what the state mandates.

(b) (6), (b) (7)(C) pointed out our flex license, and I said that I thought the purpose of the flex license was not to start shifts with three (b) (6), (b) (7)(C) assignments but to start shifts with two (b) (6), (b) (7)(C) assignments that got flexed to three if we had to do so due to a large influx of admits, etc. (b) (6), (b) (7)(C) said, "What about Sutter Roseville?" Don't they have three (b) (6), (b) (7)(C) assignments?" I said that I thought that they flexed to three (b) (6), (b) (7)(C) at times but didn't start out with three (b) (6), (b) (7)(C). Right then, (b) (6), (b) (7)(C) came by the desk. (b) (6), (b) (7)(C) used to work at Sutter Roseville, and left in the last six months. I asked (b) (6), (b) (7)(C) "Hey, (b) (6), (b) (7)(C) you used to work at Sutter Roseville, right?" (b) (6), (b) (7)(C) said yes. "When you worked there, did you have three (b) (6), (b) (7)(C) assignments?" (b) (6), (b) (7)(C) said, "Rarely. Only when we had to flex for admits."

About this time, we both decided to drop the subject. I went back into my pod. (b) (6), (b) (7)(C) came back by later and said goodbye before (b) (6), (b) (7)(C) left.

Elevator

Conference
Room

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Hallway



CALIFORNIA
NURSES
ASSOCIATION

155 Grand Ave
Oakland, CA 94612
phone: 510-273-2200
fax: 510-663-1625

A Voice for Nurses. A Vision for Healthcare
www.calnurses.org

Via NLRB Electronic Filing

December 11, 2017

Peter B. Robb, General Counsel
Attn: Office of Appeals
National Labor Relations Board
1015 Half Street SE
Washington, D.C. 20570-0001

Re: *Sutter Medical Center, Sacramento*
Case 20-CA-197833

Dear Mr. Robb,

On July 18, 2017, the California Nurses Association ("CNA" or "Union") filed an appeal and motion for reconsideration in Case 20-CA-197833 involving the discipline of RNs (b) (6), (b) (7)(C) and the termination of RN (b) (6), (b) (7)(C) at Sutter Medical Center, Sacramento ("Sutter" or "Employer"). Within the past week, the Union was made aware that a key Employer witness in the case, (b) (6), (b) (7)(C), (b) (7)(D), quit (b) (6), (b) (7)(D) position at Sutter citing in part Sutter's manipulation of (b) (6), (b) (7)(D) account of events in order to wrongly terminate (b) (6), (b) (7)(C). While the Union has not seen (b) (6), (b) (7)(C), (b) (7)(D) initial affidavit, it is the Union's understanding from conversations with the investigating Board Agents at Region 20 that the Region relied heavily upon (b) (6), (b) (7)(C), (b) (7)(D) testimony in making its initial determination. In light of (b) (6), (b) (7)(C), (b) (7)(D) recent very explicit denouncement of Sutter's manipulations of (b) (6), (b) (7)(D) testimony and vocal opposition to (b) (6), (b) (7)(C) termination, the severity of error in the Region's determination is more obvious now than ever. The Union has made attempts to reach (b) (6), (b) (7)(C), (b) (7)(D) to provide an additional statement regarding this matter, but (b) (6), (b) (7)(C), (b) (7)(D) has since moved out of the State and has been difficult to reach. However, (b) (6), (b) (7)(C) Sutter RN (b) (6), (b) (7)(C) came forward to provide a sworn declaration outlining (b) (6), (b) (7)(D) most recent conversations with (b) (6), (b) (7)(C), (b) (7)(D) regarding these issues.

The Union feels strongly that the evidence already on file is more than enough to demonstrate Sutter's unlawful conduct and the Region's unfortunate errors in analysis and procedure that resulted in partial dismissal of this case. However, to the extent this additional sworn declaration may help to shed more light on the travesty of justice in this case, the Union hereby submits this additional evidence for the consideration of the Office of Appeals and to the Region.

Richard F. Griffin, Jr., General Counsel
Sutter Medical Center, Sacramento
20-CA-197833
December 11, 2017
Page 2

Again, the Union respectfully requests that this improper dismissal be reversed.

Respectfully submitted,

CALIFORNIA NURSES ASSOCIATION (CNA)
LEGAL DEPARTMENT

A handwritten signature in black ink, appearing to read 'Marie Walcek', with a long horizontal flourish extending to the right.

Marie Walcek
Legal Counsel

cc: Jill Coffman, NLRB Region 20 Regional Director
Olivia Vargas, NLRB Region 20 Supervisory Field Examiner
Roy Hong, CNA



CALIFORNIA
NURSES
ASSOCIATION

155 Grand Ave
Oakland, CA 94612
phone: 510-273-2200
fax: 510-663-1625

A Voice for Nurses. A Vision for Healthcare
www.calnurses.org

Via NLRB Electronic Filing

December 15, 2017

Peter B. Robb, General Counsel
Attn: Office of Appeals
National Labor Relations Board
1015 Half Street SE
Washington, D.C. 20570-0001

Re: *Sutter Medical Center, Sacramento*
Case 20-CA-197833

Dear Mr. Robb,

On July 18, 2017, the California Nurses Association ("Union") filed an appeal and motion for reconsideration in Case 20-CA-197833 involving the discipline of RNs (b) (6), (b) (7)(C) and the termination of RN (b) (6), (b) (7)(C) at Sutter Medical Center, Sacramento ("Sutter" or "Employer"). The Union recently became aware that a key Employer witness in the case, (b) (6), (b) (7)(C), (b) (7)(D), quit (b) (6), (b) (7)(C) position at Sutter citing in part Sutter's manipulation of (b) (6), (b) (7)(C) account of events in order to wrongly terminate (b) (6), (b) (7)(C). The Union subsequently provided a declaration from (b) (6), (b) (7)(C) veteran Sutter RN (b) (6), (b) (7)(C) describing (b) (6), (b) (7)(C) most recent conversations with (b) (6), (b) (7)(C) regarding these issues. Since then, another Sutter (b) (6), (b) (7)(C), has come forward describing a similar conversation with (b) (6), (b) (7)(C). Please find attached sworn declaration from (b) (6), (b) (7)(C).

Again, the Union feels strongly that the evidence already on file is more than enough to demonstrate Sutter's unlawful conduct and the Region's unfortunate errors in analysis and procedure that resulted in partial dismissal of this case and as such, the Union respectfully requests that this improper dismissal be reversed.

Respectfully submitted,

CALIFORNIA NURSES ASSOCIATION (CNA)
LEGAL DEPARTMENT

Marie Walcek
Legal Counsel

cc: Jill Coffman, NLRB Region 20 Regional Director
Olivia Vargas, NLRB Region 20 Supervisory Field Examiner
Roy Hong, CNA



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
OFFICE OF THE GENERAL COUNSEL
Washington, DC 20570

February 7, 2018

(b) (6), (b) (7)(C)

Re: Sutter Medical Center, Sacramento
Case 20-CA-196911

Dear (b) (6), (b) (7)(C):

Your appeal from the Acting Regional Director's partial refusal to issue complaint has been carefully considered. The appeal is denied.

The Regional Office investigation disclosed insufficient evidence to establish that the Employer violated the National Labor Relations Act (Act) by placing you on administrative leave in retaliation for your protected concerted activities. Rather, the Employer conducted a good-faith investigation into the matter and there was nothing to suggest the investigation was improper or that the Employer relied upon any inappropriate evidence in reaching its decision to place you on administrative leave.

Accordingly, your appeal is denied and further proceedings on this portion of the charge are unwarranted. The remaining allegation that the Employer violated Section 8(a)(1) of the Act by prohibiting you from discussing workplace investigations with your coworkers remains subject to further processing.

Sincerely,

Peter B. Robb.
General Counsel

A handwritten signature in black ink, reading "Mark E. Arbesfeld", is written over a horizontal line.

By:

Mark E. Arbesfeld, Director
Office of Appeals

cc: JILL H. COFFMAN
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS
BOARD
901 MARKET ST STE 400
SAN FRANCISCO, CA 94103-1738

DAVE CHENEY, CEO
SUTTER MEDICAL CENTER,
SACRAMENTO
2825 CAPITOL AVE
SACRAMENTO, CA 95816-5680

JATINDER K. SHARMA, ESQ.
SUTTER HEALTH - OFFICE OF THE
GENERAL COUNSEL
2200 RIVER PLAZA DR
SACRAMENTO, CA 95833-4134

kh

From: [Parnell, Janay](#)
To: (b) (6), (b) (7)(C) ["Marie Walcek"](#)
Subject: Sutter Medical Center, Sacramento, Cases 20-CA-196911, 20-CA-196913, 20-CA-196918, 20-CA-197780, 20-CA-197833
Date: Monday, February 12, 2018 6:48:10 PM
Attachments: [SET.20-CA-196911.Er s signed SA.pdf](#)

Good Afternoon,

As you know, the NLRB Office of Appeals has denied your appeals that were filed in relation to the dismissal of certain allegations in the above-captioned cases. Accordingly, attached is the Settlement Agreement that Sutter has already signed to resolve the allegations that we found merit to. This Settlement Agreement appears to remedy the violations established by our investigation and to comport with the remedial provisions of Board orders in cases involving such violations. Please let me know immediately if you would like to propose any changes to the Settlement Agreement.

If you wish to join in the settlement, then please sign and return the Settlement Agreement to me via e-mail or fax by the close of business on Monday, February 19th. If you decide not to join in this settlement, then your objections to the Settlement Agreement and any supporting arguments should be submitted in writing to me by Monday, February 19th. Your objections and arguments will be carefully considered before a final determination is made whether to approve the settlement agreement. If you fail to return the signed Settlement Agreement or to submit objections by Monday, February 19th, then the Region will approve the Settlement Agreement on Tuesday, February 20th.

Sincerely,
Janay

Janay Parnell
Field Examiner - Sacramento Resident Agent
National Labor Relations Board
901 Market Street, Suite 400
San Francisco, CA 94103

Phone: (202) 406-0912
Fax: (415) 356-5156

CONFIDENTIALITY NOTICE:
OFFICIAL GOVERNMENT BUSINESS

THIS COMMUNICATION IS INTENDED FOR THE SOLE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THIS COMMUNICATION IS NOT THE INTENDED RECIPIENT OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION, OR COPYING OF THIS COMMUNICATION MAY BE STRICTLY PROHIBITED. IF YOU

HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY ME IMMEDIATELY BY TELEPHONE CALL, AND RETURN COMMUNICATION TO ME AT THE ADDRESS ABOVE VIA UNITED STATES POSTAL SERVICE. THANK YOU.

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

Sutter Medical Center, Sacramento

**Cases 20-CA-196911,
20-CA-196913, 20-CA-
196918, 20-CA-197780,
20-CA-197833**

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Parties **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

POSTING OF NOTICE — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them at its facilities located at 2825 Capitol Avenue, 2800 L Street, and 2801 L Street in Sacramento, California. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

INTRANET POSTING - The Charged Party will also post a copy of the Notice in English and in additional languages if the Regional Director decides that it is appropriate to do so, on its intranet at 2825 Capitol Avenue, 2800 L Street, and 2801 L Street in Sacramento, California and keep it continuously posted there for 60 consecutive days from the date it was originally posted. The Charged Party will submit a paper copy of the intranet or website posting to the Region's Compliance Officer when it submits the Certification of Posting and provide a password for a password protected intranet site in the event it is necessary to check the electronic posting.

E-MAILING NOTICE - The Charged Party will email a copy of the signed Notice in English and in additional languages if the Regional Director decides that it is appropriate to do so, to all employees who work at the facilities located at 2825 Capitol Avenue, 2800 L Street, and 2801 L Street in Sacramento, California. The message of the e-mail transmitted with the Notice will state: "We are distributing the Attached Notice to Employees to you pursuant to a Settlement Agreement approved by the Regional Director of Region 20 of the National Labor Relations Board in Case(s) 20-CA-196911, 20-CA-196913, 20-CA-196918, 20-CA-197780, and 20-CA-197833." The Charged Party will forward a copy of that e-mail, with all of the recipients' e-mail addresses, to the Region's Compliance Officer at karen.thompson@nlrb.gov.

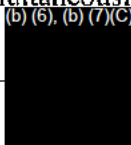
COMPLIANCE WITH NOTICE — The Charged Party will comply with all the terms and provisions of said Notice.

NON-ADMISSION CLAUSE — By entering into this Settlement Agreement, the Charged Party does not admit that it has violated the National Labor Relations Act.

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), including all allegations covered by the attached Notice to Employees made part of this agreement, and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

PARTIES TO THE AGREEMENT — If a Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party, the undersigned Charging Parties, and the undersigned Regional Director. In that case, a Charging Party that fails or refuses to become a party to this Agreement may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes  No _____
Initials

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if a Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by that Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will issue a Complaint that includes the allegations covered by the Notice to Employees, as identified above in the Scope of Agreement section, as well as filing and service of the charge(s), commerce facts necessary to establish Board jurisdiction, labor organization status, appropriate bargaining unit (if applicable), and any other allegations the General Counsel would ordinarily plead to establish the unfair labor practices. Thereafter, the General Counsel may file a Motion for Default Judgment with the Board on the allegations of the Complaint. The Charged Party understands and agrees that all of the allegations of the Complaint will be deemed admitted and that it will have waived its right to file an Answer to such Complaint. The only issue that the Charged Party may raise before the Board will be whether it defaulted on the terms of this Settlement Agreement. The General Counsel may seek, and the Board may impose, a full remedy for each unfair labor practice identified in the Notice to Employees. The Board may then, without necessity of trial or any other proceeding, find all allegations of the Complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an Order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board Order ex parte, after service or attempted service upon Charged Party at the last address provided to the General Counsel.

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If a Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

Charged Party SUTTER MEDICAL CENTER, SACRAMENTO (b) (6), (b) (7)(C) <div style="border: 1px solid black; width: 200px; height: 80px; margin: 5px 0;"></div> Date <i>July 21, 17</i> Print Name and Title below (b) (6), (b) (7)(C) <div style="border: 1px solid black; width: 100px; height: 30px; margin: 5px 0;"></div>	Charging Party, Case 20-CA-196911 (b) (6), (b) (7)(C) By: _____ Sign below _____ Date _____ Print Name and Title below _____
Charging Party, Case 20-CA-196913 (b) (6), (b) (7)(C) By: _____ Sign below _____ Date _____ Print Name and Title below _____	Charging Party, Case 20-CA-196918 (b) (6), (b) (7)(C) By: _____ Sign below _____ Date _____ Print Name and Title below _____
Charging Party, Case 20-CA-197780 (b) (6), (b) (7)(C) By: _____ Sign Below _____ Date _____ Print Name and Title below _____	Charging Party, Case 20-CA-197833 CALIFORNIA NURSES ASSOCIATION By: _____ Sign Below _____ Date _____ Print Name and Title below _____

Recommended By: _____ Date _____ JANAY M. PARNELL Field Examiner	Approved By: _____ Date _____ JILL H. COFFMAN Regional Director, Region 20
--	--

(To be printed and posted on official Board notice form)

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL NOT maintain or enforce the overly broad policy in the administrative leave of absence form requesting employees not to discuss ongoing investigations of employee misconduct and **WE WILL** rescind the rule in the administrative leave notice form on that subject.

YOU HAVE THE RIGHT to discuss wages, hours, and working conditions, including workplace investigations, with your coworkers and **WE WILL NOT** do anything to interfere with your exercise of that right.

WE WILL NOT ask you about other employees discussing their workplace investigations.

WE WILL NOT threaten you with corrective action because you exercise your right to discuss workplace investigations with your coworkers.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

WE WILL rescind the portions of all administrative leave notices that were issued to employees since October 14, 2016 that prohibit them from discussing workplace investigations with coworkers and **WE WILL** notify them in writing that this has been done.

Sutter Medical Center, Sacramento

Dated:

July 21, 17

By:

(b) (6), (b) (7)(C)

(Representative)

(Title)

(b) (6), (b) (7)(C)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine

whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: www.nlrh.gov.

901 Market Street, Suite 400
San Francisco, CA 94103-1738

Telephone: (415)356-5130
Hours of Operation: 8:30 a.m. to 5 p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer.

From: (b) (6), (b) (7)(C)
To: [Parnell, Janay](#)
Cc: (b) (6), (b) (7)(C); [Sara Castle](#)
Subject: Untitled
Date: Monday, February 19, 2018 4:22:01 PM
Attachments: [Untitled.pdf](#)

I think these are all the pages..

Scanned with DocScan
<http://itunes.apple.com/app/id453312964?mt=8>

Sent from my iPhone

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF
Sutter Medical Center, Sacramento

**Cases 20-CA-196911,
20-CA-196913, 20-CA-
196918, 20-CA-197780,
20-CA-197833**

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Parties **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

POSTING OF NOTICE — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them at its facilities located at 2825 Capitol Avenue, 2800 L Street, and 2801 L Street in Sacramento, California. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

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COMPLIANCE WITH NOTICE — The Charged Party will comply with all the terms and provisions of said Notice.

NON-ADMISSION CLAUSE — By entering into this Settlement Agreement, the Charged Party does not admit that it has violated the National Labor Relations Act.

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), including all allegations covered by the attached Notice to Employees made part of this agreement, and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

PARTIES TO THE AGREEMENT — If a Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party, the undersigned Charging Parties, and the undersigned Regional Director. In that case, a Charging Party that fails or refuses to become a party to this Agreement may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes

(b) (6), (b) (7)(C)

No

(b) (6), (b) (7)(C)

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if a Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by that Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

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NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If a Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

PARTIES TO THE AGREEMENT — If a Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party, the undersigned Charging Parties, and the undersigned Regional Director. In that case, a Charging Party that fails or refuses to become a party to this Agreement may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

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Yes

(b) (6), (b) (7)(C)

No

(b) (6), (b) (7)(C)

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if a Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by that Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

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Charged Party SUTTER MEDICAL CENTER, SACRAMENTO (b) (6), (b) (7)(C) Date <i>July 21, 17</i> Print Name and Title below (b) (6), (b) (7)(C)	Charging Party, Case 20-CA-196911 (b) (6), (b) (7)(C) By: Sign below (b) (6), (b) (7)(C) Date <i>2/19/18</i> Print Name and Title below (b) (6), (b) (7)(C)
---	---

Charging Party, Case 20-CA-196913 (b) (6), (b) (7)(C) By: Sign below Date Print Name and Title below	Charging Party, Case 20-CA-196918 (b) (6), (b) (7)(C) By: Sign below Date Print Name and Title below
--	--

Charging Party, Case 20-CA-197780 (b) (6), (b) (7)(C) By: Sign Below Date Print Name and Title below	Charging Party, Case 20-CA-197833 CALIFORNIA NURSES ASSOCIATION By: Sign Below Date Print Name and Title below
--	--

Recommended By: JANAY M. PARNELL Field Examiner	Date Approved By: JILL H. COFFMAN Regional Director, Region 20
---	--

(To be printed and posted on official Board notice form)

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL NOT maintain or enforce the overly broad policy in the administrative leave of absence form requesting employees not to discuss ongoing investigations of employee misconduct and **WE WILL** rescind the rule in the administrative leave notice form on that subject.

YOU HAVE THE RIGHT to discuss wages, hours, and working conditions, including workplace investigations, with your coworkers and **WE WILL NOT** do anything to interfere with your exercise of that right.

WE WILL NOT ask you about other employees discussing their workplace investigations.

WE WILL NOT threaten you with corrective action because you exercise your right to discuss workplace investigations with your coworkers.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

WE WILL rescind the portions of all administrative leave notices that were issued to employees since October 14, 2016 that prohibit them from discussing workplace investigations with coworkers and **WE WILL** notify them in writing that this has been done.

Sutter Medical Center, Sacramento

(Employer)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Dated:

July 21, 17

By:

(Representative)

(Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine

whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: www.nlr.gov.

901 Market Street, Suite 400
San Francisco, CA 94103-1738

Telephone: (415)356-5130
Hours of Operation: 8:30 a.m. to 5 p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer.

From: (b) (6), (b) (7)(C), (b) (7)(D)
To: [Parnell, Janay](#)
Subject: Re: Sutter Medical Center, Sacramento, Cases 20-CA-196911, 20-CA-196913, 20-CA-196918, 20-CA-197780, 20-CA-197833
Date: Monday, February 19, 2018 4:40:47 PM
Attachments: [image_90432240.JPG](#)



Here is my signed form. Thank you

On Mon, Feb 12, 2018 at 4:21 PM Parnell, Janay <Janay.Parnell@nlrb.gov> wrote:

It is illegal for Sutter to retaliate against you regarding your participation in the charges. If you feel that they have retaliated against you, then please let me know and we can file a charge regarding the retaliation.

Sutter will be able to see your name in the Settlement Agreement because you filed Case 20-CA-197780 as an individual against Sutter. When that charge was first filed, Sutter was sent a copy of the charge with your name and signature, so they already know that you filed that charge against them.

As a side note, the affidavit that you provided to me is confidential and will remain so.

Janay Parnell

Field Examiner - Sacramento Resident Agent

National Labor Relations Board

[901 Market Street, Suite 400](#)

[San Francisco, CA 94103](#)

Phone: (202) 406-0912

Fax: (415) 356-5156

From: (b) (6), (b) (7)(C), (b) (7)(D) [mailto:(b) (6), (b) (7)(C), (b) (7)(D)]

Sent: Monday, February 12, 2018 4:14 PM

To: Parnell, Janay <Janay.Parnell@nrlrb.gov>

Subject: Re: Sutter Medical Center, Sacramento, Cases 20-CA-196911, 20-CA-196913, 20-CA-196918, 20-CA-197780, 20-CA-197833

Will Sutter be able to see my name. I'm afraid of retribution.

On Mon, Feb 12, 2018 at 4:12 PM Parnell, Janay <Janay.Parnell@nrlrb.gov> wrote:

Once the Settlement Agreement is approved, it will be physically posted at [2825 Capitol Avenue](#), [2800 L Street](#), and [2801 L Street](#) in Sacramento, California so that all employees can see it. It will also be e-mailed to all of the employees that work at those facilities and posted on the Employer's intranet so that all of those employees know that the Employer was found to have violated the National Labor Relations Act.

Janay Parnell

Field Examiner - Sacramento Resident Agent

National Labor Relations Board

[901 Market Street, Suite 400](#)

[San Francisco, CA 94103](#)

Phone: (202) 406-0912

Fax: (415) 356-5156

From: (b) (6), (b) (7)(C), (b) (7)(D) [mailto:(b) (6), (b) (7)(C), (b) (7)(D)]

Sent: Monday, February 12, 2018 4:07 PM

To: Parnell, Janay <Janay.Parnell@nrlrb.gov>

Subject: Re: Sutter Medical Center, Sacramento, Cases 20-CA-196911, 20-CA-196913, 20-CA-196918, 20-CA-197780, 20-CA-197833

Is this document still confidential and anonymous?

On Mon, Feb 12, 2018 at 3:48 PM Parnell, Janay <Janay.Parnell@nlrb.gov> wrote:

Good Afternoon,

As you know, the NLRB Office of Appeals has denied your appeals that were filed in relation to the dismissal of certain allegations in the above-captioned cases. Accordingly, attached is the Settlement Agreement that Sutter has already signed to resolve the allegations that we found merit to. This Settlement Agreement appears to remedy the violations established by our investigation and to comport with the remedial provisions of Board orders in cases involving such violations. Please let me know immediately if you would like to propose any changes to the Settlement Agreement.

If you wish to join in the settlement, then please sign and return the Settlement Agreement to me via e-mail or fax by the close of business on Monday, February 19th. If you decide not to join in this settlement, then your objections to the Settlement Agreement and any supporting arguments should be submitted in writing to me by Monday, February 19th. Your objections and arguments will be carefully considered before a final determination is made whether to approve the settlement agreement. If you fail to return the signed Settlement Agreement or to submit objections by Monday, February 19th, then the Region will approve the Settlement Agreement on Tuesday, February 20th.

Sincerely,

Janay

Janay Parnell

Field Examiner - Sacramento Resident Agent

National Labor Relations Board

[901 Market Street, Suite 400](#)

[San Francisco, CA 94103](#)

Phone: (202) 406-0912

Fax: (415) 356-5156

CONFIDENTIALITY NOTICE:

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THIS COMMUNICATION IS INTENDED FOR THE SOLE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THIS COMMUNICATION IS NOT THE INTENDED RECIPIENT OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION, OR COPYING OF THIS COMMUNICATION MAY BE STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY ME IMMEDIATELY BY TELEPHONE CALL, AND RETURN COMMUNICATION TO ME AT THE ADDRESS ABOVE VIA UNITED STATES POSTAL SERVICE. THANK YOU.

Charged Party SUTTER MEDICAL CENTER, SACRAMENTO (b) (6), (b) (7)(C) Date <u>July 21, 17</u> Print Name and Title below (b) (6), (b) (7)(C)	Charging Party, Case 20-CA-196911 (b) (6), (b) (7)(C) By: Sign below Date Print Name and Title below
Charging Party, Case 20-CA-196913 (b) (6), (b) (7)(C) By: Sign below Date Print Name and Title below	Charging Party, Case 20-CA-196918 (b) (6), (b) (7)(C) By: Sign below Date Print Name and Title below
Charging Party, Case 20-CA-197780 (b) (6), (b) (7)(C) By: Sign Below Date (b) (6), (b) (7)(C) <u>2/19/18</u> Print Name and Title below	Charging Party, Case 20-CA-197833 CALIFORNIA NURSES ASSOCIATION By: Sign Below Date Print Name and Title below

Recommended By: _____ Date _____ JANAY M. PARNELL Field Examiner	Approved By: _____ Date _____ JILL H. COFFMAN Regional Director, Region 20
--	--

From: (b) (6), (b) (7)(C)
To: [Parnell, Janay](#)
Subject: Settlement signature
Date: Monday, February 19, 2018 5:23:11 PM
Attachments: [image1.jpeg](#)

Sent from my iPhone



Charged Party SUTTER MEDICAL CENTER, SACRAMENTO (b) (6), (b) (7)(C) Date <i>July 21, 17</i>		Charging Party, Case 20-CA-196911 (b) (6), (b) (7)(C) By: Sign below Date Print Name and Title below	
Charging Party, Case 20-CA-196913 (b) (6), (b) (7)(C) By: Sign below Date (b) (6), (b) (7)(C) <i>2/19/18</i> Pr (b) (6), (b) (7)(C)		Charging Party, Case 20-CA-196918 (b) (6), (b) (7)(C) By: Sign below Date Print Name and Title below	
Charging Party, Case 20-CA-197780 (b) (6), (b) (7)(C) By: Sign Below Date Print Name and Title below		Charging Party, Case 20-CA-197833 CALIFORNIA NURSES ASSOCIATION By: Sign Below Date Print Name and Title below	
Recommended By: JANAY M. PARNELL Field Examiner		Approved By: JILL H. COFFMAN Regional Director, Region 20	

From: [Marie Walcek](#)
To: [Parnell, Janay](#)
Cc: [Vargas, Olivia](#)
Subject: RE: Sutter Medical Center, Sacramento, Cases 20-CA-196911, 20-CA-196913, 20-CA-196918, 20-CA-197780, 20-CA-197833
Date: Tuesday, February 20, 2018 2:45:26 PM
Attachments: [Settlement Agmt CNA executed 2-20-18.pdf](#)

Janay and Olivia,

Please find attached the re-signed settlement agreement with each page initialed for the Union. The Union will also do its best to assist RNs in re-submitting their signed agreements by noon tomorrow, but hope that the Region will allow some leeway in return time here-- as I'm sure you can understand a single-day turnaround can be difficult for working RNs with limited access to print, scan, upload, and email on breaks and between shifts, though again the Union will certainly do its best to assist in meeting the timeline.

Thank you,
Marie

Marie Walcek
California Nurses Association
National Nurses United
155 Grand Ave., Oakland, CA 94612
Office: 510-433-2742

This message (including any attachments) contains confidential information intended for a specific individual and purpose, and is protected by law. If you are not the intended recipient, you should delete this message. If you are not the intended recipient, any disclosure, copying, or distribution of this message, or the taking of any action based on it, is strictly prohibited.

From: Parnell, Janay [mailto:Janay.Parnell@nlrb.gov]
Sent: Tuesday, February 20, 2018 9:07 AM
To: (b) (6), (b) (7)(C) Marie Walcek
Cc: Vargas, Olivia
Subject: Sutter Medical Center, Sacramento, Cases 20-CA-196911, 20-CA-196913, 20-CA-196918, 20-CA-197780, 20-CA-197833

Good Morning,

Thank you all for sending me the Settlement Agreement with your signatures on it. It turns out that the Agency has a new policy that every page of the Settlement Agreement must be initialed. Therefore, please re-send me your signed versions of the Settlement Agreement with your initials on the bottom right-hand corner of every page. Please send your initialed versions to me via e-mail and cc my supervisor Olivia.Vargas@nlrb.gov, because I will be out of the office tomorrow through next Monday, February 26th. Please send us the initialed versions as soon as possible, but no later than noon tomorrow.

Thank you,
Janay

Janay Parnell
Field Examiner - Sacramento Resident Agent
National Labor Relations Board
901 Market Street, Suite 400
San Francisco, CA 94103

Phone: (202) 406-0912
Fax: (415) 356-5156

CONFIDENTIALITY NOTICE:
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UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF
Sutter Medical Center, Sacramento

**Cases 20-CA-196911,
20-CA-196913, 20-CA-
196918, 20-CA-197780,
20-CA-197833**

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Parties **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

POSTING OF NOTICE — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them at its facilities located at 2825 Capitol Avenue, 2800 L Street, and 2801 L Street in Sacramento, California. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.


INTRANET POSTING - The Charged Party will also post a copy of the Notice in English and in additional languages if the Regional Director decides that it is appropriate to do so, on its intranet at 2825 Capitol Avenue, 2800 L Street, and 2801 L Street in Sacramento, California and keep it continuously posted there for 60 consecutive days from the date it was originally posted. The Charged Party will submit a paper copy of the intranet or website posting to the Region's Compliance Officer when it submits the Certification of Posting and provide a password for a password protected intranet site in the event it is necessary to check the electronic posting.

E-MAILING NOTICE - The Charged Party will email a copy of the signed Notice in English and in additional languages if the Regional Director decides that it is appropriate to do so, to all employees who work at the facilities located at 2825 Capitol Avenue, 2800 L Street, and 2801 L Street in Sacramento, California. The message of the e-mail transmitted with the Notice will state: "We are distributing the Attached Notice to Employees to you pursuant to a Settlement Agreement approved by the Regional Director of Region 20 of the National Labor Relations Board in Case(s) 20-CA-196911, 20-CA-196913, 20-CA-196918, 20-CA-197780, and 20-CA-197833." The Charged Party will forward a copy of that e-mail, with all of the recipients' e-mail addresses, to the Region's Compliance Officer at karen.thompson@nlrb.gov.

COMPLIANCE WITH NOTICE — The Charged Party will comply with all the terms and provisions of said Notice.

NON-ADMISSION CLAUSE — By entering into this Settlement Agreement, the Charged Party does not admit that it has violated the National Labor Relations Act.

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), including all allegations covered by the attached Notice to Employees made part of this agreement, and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.



PARTIES TO THE AGREEMENT — If a Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party, the undersigned Charging Parties, and the undersigned Regional Director. In that case, a Charging Party that fails or refuses to become a party to this Agreement may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes

(b) (6), (b) (7)(C)

No


Initials

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if a Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by that Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will issue a Complaint that includes the allegations covered by the Notice to Employees, as identified above in the Scope of Agreement section, as well as filing and service of the charge(s), commerce facts necessary to establish Board jurisdiction, labor organization status, appropriate bargaining unit (if applicable), and any other allegations the General Counsel would ordinarily plead to establish the unfair labor practices. Thereafter, the General Counsel may file a Motion for Default Judgment with the Board on the allegations of the Complaint. The Charged Party understands and agrees that all of the allegations of the Complaint will be deemed admitted and that it will have waived its right to file an Answer to such Complaint. The only issue that the Charged Party may raise before the Board will be whether it defaulted on the terms of this Settlement Agreement. The General Counsel may seek, and the Board may impose, a full remedy for each unfair labor practice identified in the Notice to Employees. The Board may then, without necessity of trial or any other proceeding, find all allegations of the Complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an Order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board Order ex parte, after service or attempted service upon Charged Party at the last address provided to the General Counsel.

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If a Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

mw

Charged Party SUTTER MEDICAL CENTER, SACRAMENTO (b) (6), (b) (7)(C) <div style="text-align: right;">Date <i>July 21, 17</i></div> <hr/> Print Name and Title below (b) (6), (b) (7)(C)	Charging Party, Case 20-CA-196911 (b) (6), (b) (7)(C) <hr/> By: Sign below Date <hr/> Print Name and Title below
Charging Party, Case 20-CA-196913 (b) (6), (b) (7)(C) <hr/> By: Sign below Date <hr/> Print Name and Title below	Charging Party, Case 20-CA-196918 (b) (6), (b) (7)(C) <hr/> By: Sign below Date <hr/> Print Name and Title below
Charging Party, Case 20-CA-197780 (b) (6), (b) (7)(C) <hr/> By: Sign Below Date <hr/> Print Name and Title below	Charging Party, Case 20-CA-197833 CALIFORNIA NURSES ASSOCIATION <hr/> By: Sign Below Date <div style="text-align: right;"><i>2/20/18</i></div> <div style="text-align: center;"></div> <hr/> Print Name and Title below <i>Marie Walcek</i> <i>Counsel for California Nurses Assoc.</i>

Recommended By: JANAY M. PARNELL Field Examiner	Approved By: JILL H. COFFMAN Regional Director, Region 20
---	---



(To be printed and posted on official Board notice form)

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- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL NOT maintain or enforce the overly broad policy in the administrative leave of absence form requesting employees not to discuss ongoing investigations of employee misconduct and **WE WILL** rescind the rule in the administrative leave notice form on that subject.

YOU HAVE THE RIGHT to discuss wages, hours, and working conditions, including workplace investigations, with your coworkers and **WE WILL NOT** do anything to interfere with your exercise of that right.

WE WILL NOT ask you about other employees discussing their workplace investigations.

WE WILL NOT threaten you with corrective action because you exercise your right to discuss workplace investigations with your coworkers.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

WE WILL rescind the portions of all administrative leave notices that were issued to employees since October 14, 2016 that prohibit them from discussing workplace investigations with coworkers and **WE WILL** notify them in writing that this has been done.

Sutter Medical Center, Sacramento

(Employer)

Dated:

July 21, 17

By:

(b) (6), (b) (7)(C)

(Representative)

(Title)

(b) (6), (b) (7)(C)

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MW

whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: www.nlrh.gov.

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mw

From:

(b) (6), (b) (7)(C)

To:

[Parnell, Janay](#)

Cc:

[Vargas, Olivia](#)

Subject:

Re: Sutter Medical Center, Sacramento, Cases 20-CA-196911, 20-CA-196913, 20-CA-196918, 20-CA-197780, 20-CA-197833

Date:

Tuesday, February 20, 2018 4:06:44 PM

Attachments:

[Scan 16.jpeg](#)

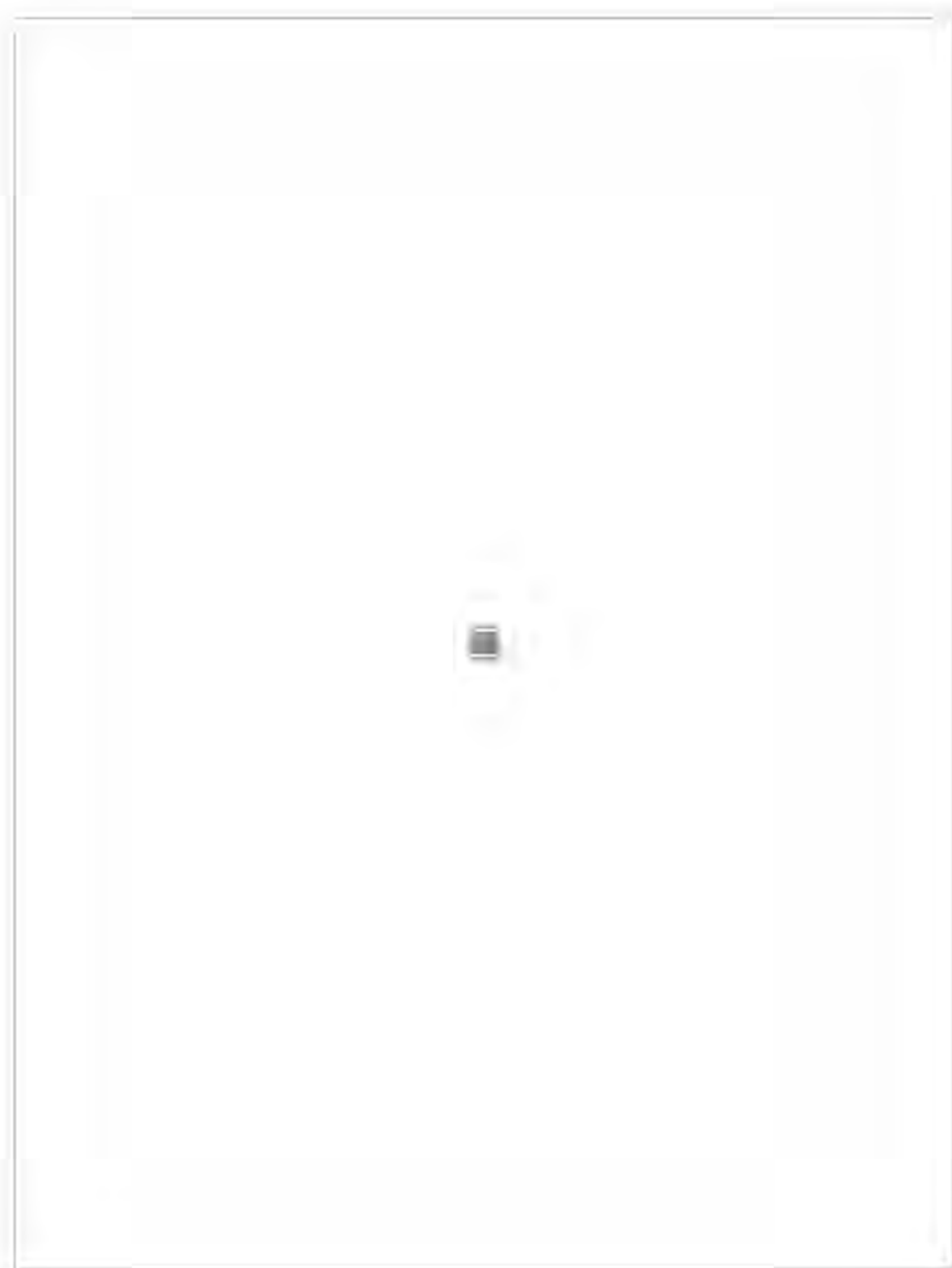
[Scan 14.jpeg](#)

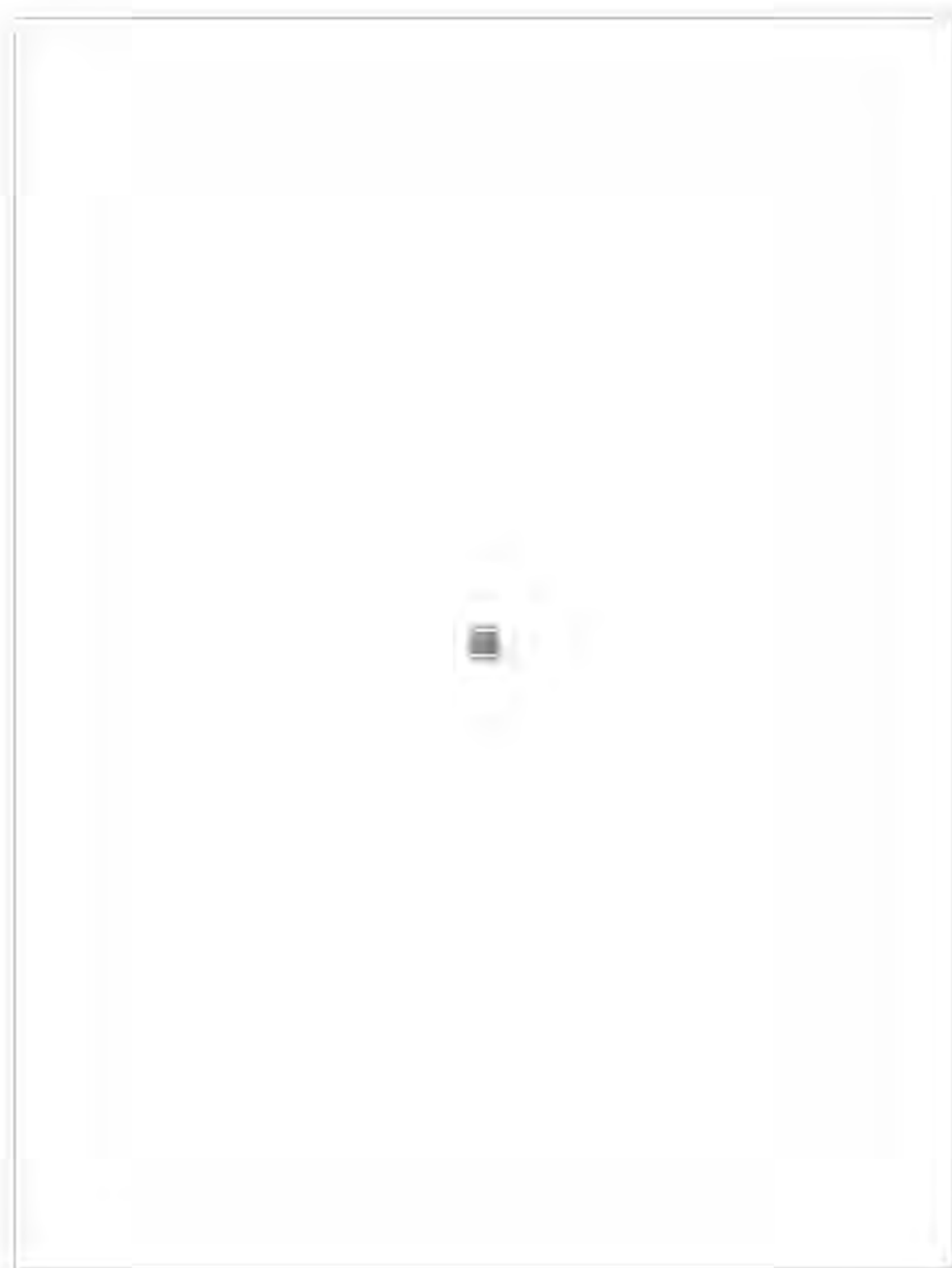
[Scan 12.jpeg](#)

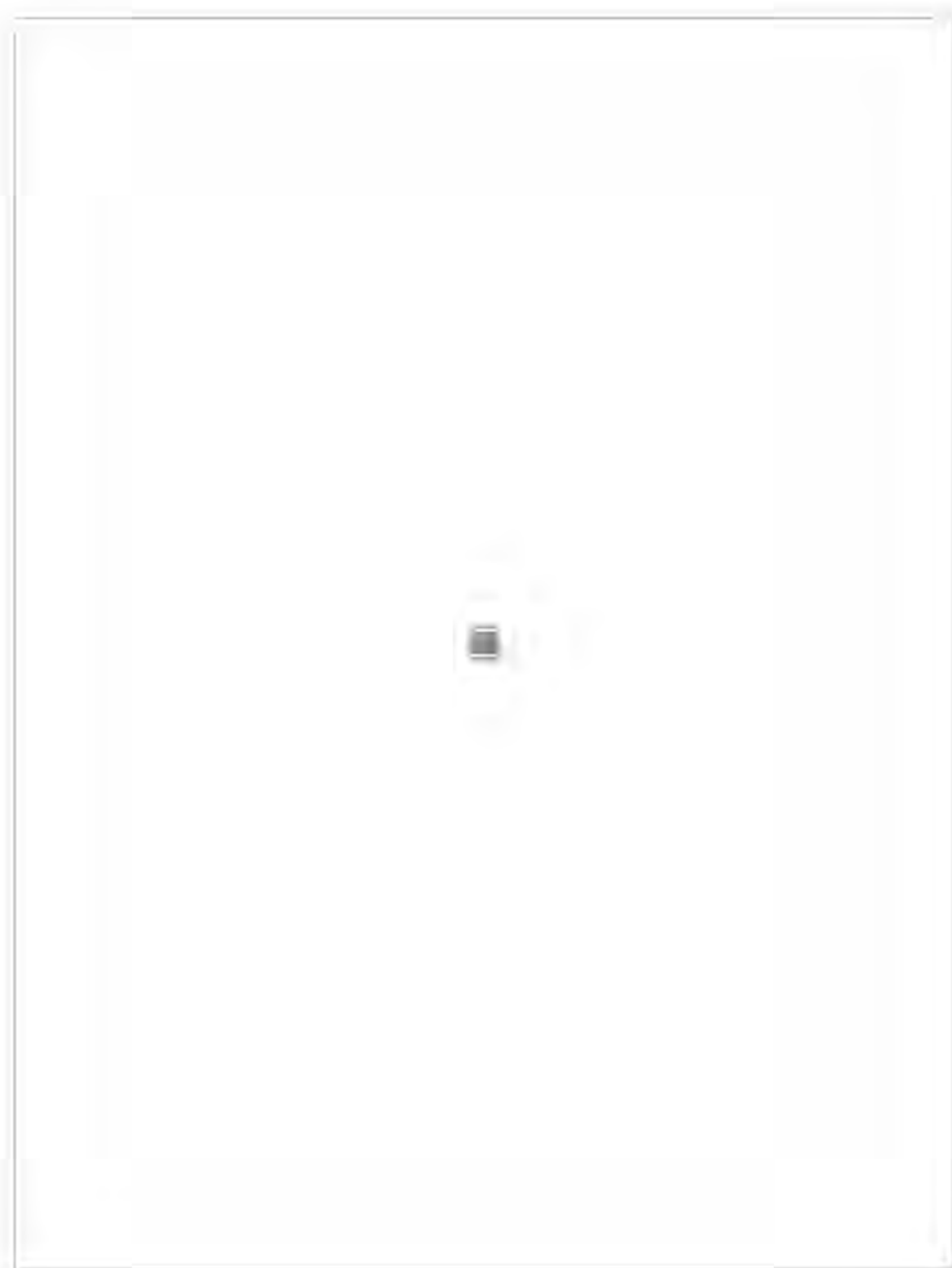
[Scan 11.jpeg](#)

[Scan 3.jpeg](#)











On Feb 20, 2018, at 9:06 AM, Parnell, Janay <Janay.Parnell@nlrb.gov> wrote:

Good Morning,

Thank you all for sending me the Settlement Agreement with your signatures on it. It turns out that the Agency has a new policy that every page of the Settlement Agreement must be initialed. Therefore, please re-send me your signed versions of the Settlement Agreement with your initials on the bottom right-hand corner of every page. Please send your initialed versions to me via e-mail and cc my supervisor Olivia.Vargas@nlrb.gov, because I will be out of the office tomorrow through next Monday, February 26th. Please send us the initialed versions as soon as possible, but no later than noon tomorrow.

Thank you,
Janay

Janay Parnell
Field Examiner - Sacramento Resident Agent
National Labor Relations Board
901 Market Street, Suite 400
San Francisco, CA 94103

Phone: (202) 406-0912
Fax: (415) 356-5156

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UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF
Sutter Medical Center, Sacramento

Cases 20-CA-196911,
20-CA-196913, 20-CA-
196918, 20-CA-197780,
20-CA-197833

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POSTING OF NOTICE — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them at its facilities located at 2825 Capitol Avenue, 2800 L Street, and 2801 L Street in Sacramento, California. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

INTRANET POSTING - The Charged Party will also post a copy of the Notice in English and in additional languages if the Regional Director decides that it is appropriate to do so, on its intranet at 2825 Capitol Avenue, 2800 L Street, and 2801 L Street in Sacramento, California and keep it continuously posted there for 60 consecutive days from the date it was originally posted. The Charged Party will submit a paper copy of the intranet or website posting to the Region's Compliance Officer when it submits the Certification of Posting and provide a password for a password protected intranet site in the event it is necessary to check the electronic posting.

E-MAILING NOTICE - The Charged Party will email a copy of the signed Notice in English and in additional languages if the Regional Director decides that it is appropriate to do so, to all employees who work at the facilities located at 2825 Capitol Avenue, 2800 L Street, and 2801 L Street in Sacramento, California. The message of the e-mail transmitted with the Notice will state: "We are distributing the Attached Notice to Employees to you pursuant to a Settlement Agreement approved by the Regional Director of Region 20 of the National Labor Relations Board in Case(s) 20-CA-196911, 20-CA-196913, 20-CA-196918, 20-CA-197780, and 20-CA-197833." The Charged Party will forward a copy of that e-mail, with all of the recipients' e-mail addresses, to the Region's Compliance Officer at karen.thompson@nlrb.gov.

COMPLIANCE WITH NOTICE — The Charged Party will comply with all the terms and provisions of said Notice.

NON-ADMISSION CLAUSE — By entering into this Settlement Agreement, the Charged Party does not admit that it has violated the National Labor Relations Act.

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), including all allegations covered by the attached Notice to Employees made part of this agreement, and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

(b) (5), (D)

PARTIES TO THE AGREEMENT — If a Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party, the undersigned Charging Parties, and the undersigned Regional Director. In that case, a Charging Party that fails or refuses to become a party to this Agreement may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes

No

Initials

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if a Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by that Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will issue a Complaint that includes the allegations covered by the Notice to Employees, as identified above in the Scope of Agreement section, as well as filing and service of the charge(s), commerce facts necessary to establish Board jurisdiction, labor organization status, appropriate bargaining unit (if applicable), and any other allegations the General Counsel would ordinarily plead to establish the unfair labor practices. Thereafter, the General Counsel may file a Motion for Default Judgment with the Board on the allegations of the Complaint. The Charged Party understands and agrees that all of the allegations of the Complaint will be deemed admitted and that it will have waived its right to file an Answer to such Complaint. The only issue that the Charged Party may raise before the Board will be whether it defaulted on the terms of this Settlement Agreement. The General Counsel may seek, and the Board may impose, a full remedy for each unfair labor practice identified in the Notice to Employees. The Board may then, without necessity of trial or any other proceeding, find all allegations of the Complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an Order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board Order ex parte, after service or attempted service upon Charged Party at the last address provided to the General Counsel.

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If a Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

(b) (6), (b) (7)

Charging Party SUTTER MEDICAL CENTER, SACRAMENTO (b) (6), (b) (7)(C) Date <i>July 21, 17</i> By: Sign below Print Name and Title below (b) (6), (b) (7)(C)	Charging Party, Case 20-CA-196911 (b) (6), (b) (7)(C) By: Sign below Date Print Name and Title below
Charging Party, Case 20-CA-196913 (b) (6), (b) (7)(C) By: Sign below Date Print Name and Title below	Charging Party, Case 20-CA-196915 (b) (6), (b) (7)(C) By: Sign below Date <i>2/27/2018</i> (b) (6), (b) (7)(C) Print Name and Title below
Charging Party, Case 20-CA-197780 (b) (6), (b) (7)(C) By: Sign Below Date Print Name and Title below	Charging Party, Case 20-CA-197833 CALIFORNIA NURSES ASSOCIATION By: Sign Below Date Print Name and Title below

Recommended By: JANAY M. PARNELL Field Examiner	Date	Approved By: JILL H. COFFMAN Regional Director, Region 20	Date
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(b) (6), (b) (7)(C)

(To be printed and posted on official Board notice form)

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL NOT maintain or enforce the overly broad policy in the administrative leave of absence form requesting employees not to discuss ongoing investigations of employee misconduct and **WE WILL** rescind the rule in the administrative leave notice form on that subject.

YOU HAVE THE RIGHT to discuss wages, hours, and working conditions, including workplace investigations, with your coworkers and **WE WILL NOT** do anything to interfere with your exercise of that right.

WE WILL NOT ask you about other employees discussing their workplace investigations.

WE WILL NOT threaten you with corrective action because you exercise your right to discuss workplace investigations with your coworkers.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

WE WILL rescind the portions of all administrative leave notices that were issued to employees since October 14, 2016 that prohibit them from discussing workplace investigations with coworkers and **WE WILL** notify them in writing that this has been done.

Sutter Medical Center, Sacramento

Dated:

July 21, 17

By

(b) (6), (b) (7)(C)

(Representative)

(Title)

(b) (6), (b) (7)(C)

The National Labor Relations Board is an independent Federal agency created in 1933 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine

(b) (6), (b) (7)(C)

whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: www.nlrb.gov.


991 Market Street, Suite 400
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Telephone: (415) 356-5130
Hours of Operation: 8:30 a.m. to 5 p.m.

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(b) (6), (b) (7)(C)

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UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

Sutter Medical Center, Sacramento

**Cases 20-CA-196911, 20-CA-196913,
20-CA-196918, 20-CA-197780,
20-CA-197833**

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Parties **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

POSTING OF NOTICE — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them at its facilities located at 2825 Capitol Avenue, 2800 L Street, and 2801 L Street in Sacramento, California. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

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SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), including all allegations covered by the attached Notice to Employees made part of this agreement, and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

PARTIES TO THE AGREEMENT — If a Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor

(b) (6), (b) (7)(C) /s/ M.W.

Charged Party SUTTER MEDICAL CENTER, SACRAMENTO		Charging Party, Case 20-CA-196911 (b) (6), (b) (7)(C)	
By: Sign below	Date	By: Sign below	Date
/s/ (b) (6), (b) (7)(C)	July 21, 2017	/s/ (b) (6), (b) (7)(C)	2/19/18
Print Name and Title below (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)		Print Name and Title below (b) (6), (b) (7)(C)	
Charging Party, Case 20-CA-196913 (b) (6), (b) (7)(C)		Charging Party, Case 20-CA-196918 (b) (6), (b) (7)(C)	
By: Sign below	Date	By: Sign below	Date
/s/ (b) (6), (b) (7)(C)	2/19/18	/s/ (b) (6), (b) (7)(C)	2/20/18
Print Name and Title below (b) (6), (b) (7)(C)		Print Name and Title below (b) (6), (b) (7)(C)	
Charging Party, Case 20-CA-197780 (b) (6), (b) (7)(C)		Charging Party, Case 20-CA-197833 CALIFORNIA NURSES ASSOCIATION	
By: Sign Below	Date	By: Sign Below	Date
/s/ (b) (6), (b) (7)(C)	2/19/18	/s/ Marie Walcek	2/20/18
Print Name and Title below (b) (6), (b) (7)(C)		Print Name and Title below Marie Walcek Counsel for California Nurses Assoc.	

Recommended By:	Date	Approved By:	Date
/s/ Janay Parnell	2/28/18		2/28/18
JANAY M. PARNELL		DANIEL J. OWENS	
Field Examiner		Acting Regional Director, Region 20	

(b) (6), (b) (7)(C) /s/ M.W.

(To be printed and posted on official Board notice form)

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL NOT maintain or enforce the overly broad policy in the administrative leave of absence form requesting employees not to discuss ongoing investigations of employee misconduct and **WE WILL** rescind the rule in the administrative leave notice form on that subject.

YOU HAVE THE RIGHT to discuss wages, hours, and working conditions, including workplace investigations, with your coworkers and **WE WILL NOT** do anything to interfere with your exercise of that right.

WE WILL NOT ask you about other employees discussing their workplace investigations.

WE WILL NOT threaten you with corrective action because you exercise your right to discuss workplace investigations with your coworkers.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

WE WILL rescind the portions of all administrative leave notices that were issued to employees since October 14, 2016 that prohibit them from discussing workplace investigations with coworkers and **WE WILL** notify them in writing that this has been done.

Sutter Medical Center, Sacramento

(Employer)

Dated: July 21, 2017

By: /s/ (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(Representative)

(Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine

(b) (6), (b) (7)(C) /s/ M.W.

whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: www.nlr.gov.

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Telephone: (415)356-5130
Hours of Operation: 8:30 a.m. to 5 p.m.

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(b) (6), (b) (7)(C) /s/ M.W.

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF
Sutter Medical Center, Sacramento

Cases 20-CA-196911,
20-CA-196913, 20-CA-
196918, 20-CA-197780,
20-CA-197833

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Parties **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

POSTING OF NOTICE — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them at its facilities located at 2825 Capitol Avenue, 2800 L Street, and 2801 L Street in Sacramento, California. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

INTRANET POSTING - The Charged Party will also post a copy of the Notice in English and in additional languages if the Regional Director decides that it is appropriate to do so, on its intranet at 2825 Capitol Avenue, 2800 L Street, and 2801 L Street in Sacramento, California and keep it continuously posted there for 60 consecutive days from the date it was originally posted. The Charged Party will submit a paper copy of the intranet or website posting to the Region's Compliance Officer when it submits the Certification of Posting and provide a password for a password protected intranet site in the event it is necessary to check the electronic posting.

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COMPLIANCE WITH NOTICE — The Charged Party will comply with all the terms and provisions of said Notice.

NON-ADMISSION CLAUSE — By entering into this Settlement Agreement, the Charged Party does not admit that it has violated the National Labor Relations Act.

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), including all allegations covered by the attached Notice to Employees made part of this agreement, and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

(b) (6), (b) (7)(C) 2/20/18

PARTIES TO THE AGREEMENT — If a Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party, the undersigned Charging Parties, and the undersigned Regional Director. In that case, a Charging Party that fails or refuses to become a party to this Agreement may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes

(b) (6), (b) (7)(C)

No

Initials

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if a Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by that Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will issue a Complaint that includes the allegations covered by the Notice to Employees, as identified above in the Scope of Agreement section, as well as filing and service of the charge(s), commerce facts necessary to establish Board jurisdiction, labor organization status, appropriate bargaining unit (if applicable), and any other allegations the General Counsel would ordinarily plead to establish the unfair labor practices. Thereafter, the General Counsel may file a Motion for Default Judgment with the Board on the allegations of the Complaint. The Charged Party understands and agrees that all of the allegations of the Complaint will be deemed admitted and that it will have waived its right to file an Answer to such Complaint. The only issue that the Charged Party may raise before the Board will be whether it defaulted on the terms of this Settlement Agreement. The General Counsel may seek, and the Board may impose, a full remedy for each unfair labor practice identified in the Notice to Employees. The Board may then, without necessity of trial or any other proceeding, find all allegations of the Complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an Order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board Order ex parte, after service or attempted service upon Charged Party at the last address provided to the General Counsel.

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If a Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

(b) (6), (b) (7)(C) 2/20/18

whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: www.nlrh.gov.

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(b) (6), (b) (7)(C)

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Sutter Medical Center, Sacramento

Dated:

July 21, 17

By:

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

2/20/18

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine

Charged Party SUTTER MEDICAL CENTER, SACRAMENTO (b) (6), (b) (7)(C) Date <i>July 21, 17</i> Print Name and Title below (b) (6), (b) (7)(C)	Charging Party, Case 20-CA-196911 (b) (6), (b) (7)(C) By: Sign below Date Print Name and Title below
Charging Party, Case 20-CA-196913 (b) (6), (b) (7)(C) By: Sign below Date (b) (6), (b) (7)(C) <i>2/19/18</i> Print (b) (6), (b) (7)(C)	Charging Party, Case 20-CA-196918 (b) (6), (b) (7)(C) By: Sign below Date Print Name and Title below
Charging Party, Case 20-CA-197780 (b) (6), (b) (7)(C) By: Sign Below Date Print Name and Title below	Charging Party, Case 20-CA-197833 CALIFORNIA NURSES ASSOCIATION By: Sign Below Date Print Name and Title below

Recommended By: Date JANAY M. PARNELL Field Examiner	Approved By: Date JILL H. COFFMAN Regional Director, Region 20
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UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF
Sutter Medical Center, Sacramento

Cases 20-CA-196911,
20-CA-196913, 20-CA-
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COMPLIANCE WITH NOTICE — The Charged Party will comply with all the terms and provisions of said Notice.

NON-ADMISSION CLAUSE — By entering into this Settlement Agreement, the Charged Party does not admit that it has violated the National Labor Relations Act.

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), including all allegations covered by the attached Notice to Employees made part of this agreement, and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

(b) (6), (b) (7)(C)

PARTIES TO THE AGREEMENT — If a Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party, the undersigned Charging Parties, and the undersigned Regional Director. In that case, a Charging Party that fails or refuses to become a party to this Agreement may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes ☒

No ☐

Initials _____

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if a Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by that Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will issue a Complaint that includes the allegations covered by the Notice to Employees, as identified above in the Scope of Agreement section, as well as filing and service of the charge(s), commerce facts necessary to establish Board jurisdiction, labor organization status, appropriate bargaining unit (if applicable), and any other allegations the General Counsel would ordinarily plead to establish the unfair labor practices. Thereafter, the General Counsel may file a Motion for Default Judgment with the Board on the allegations of the Complaint. The Charged Party understands and agrees that all of the allegations of the Complaint will be deemed admitted and that it will have waived its right to file an Answer to such Complaint. The only issue that the Charged Party may raise before the Board will be whether it defaulted on the terms of this Settlement Agreement. The General Counsel may seek, and the Board may impose, a full remedy for each unfair labor practice identified in the Notice to Employees. The Board may then, without necessity of trial or any other proceeding, find all allegations of the Complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an Order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board Order ex parte, after service or attempted service upon Charged Party at the last address provided to the General Counsel.

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If a Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: www.nlr.gov.

901 Market Street, Suite 400
San Francisco, CA 94103-1738

Telephone: (415)356-5130
Hours of Operation: 8:30 a.m. to 5 p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer.

(To be printed and posted on official Board notice form)

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL NOT maintain or enforce the overly broad policy in the administrative leave of absence form requesting employees not to discuss ongoing investigations of employee misconduct and **WE WILL** rescind the rule in the administrative leave notice form on that subject.

YOU HAVE THE RIGHT to discuss wages, hours, and working conditions, including workplace investigations, with your coworkers and **WE WILL NOT** do anything to interfere with your exercise of that right.

WE WILL NOT ask you about other employees discussing their workplace investigations.

WE WILL NOT threaten you with corrective action because you exercise your right to discuss workplace investigations with your coworkers.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

WE WILL rescind the portions of all administrative leave notices that were issued to employees since October 14, 2016 that prohibit them from discussing workplace investigations with coworkers and **WE WILL** notify them in writing that this has been done.

Sutter Medical Center, Sacramento

(Employee)

Dated:

July 21, 17

By:

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine

(b) (6), (b) (7)(C)

Charged Party SUTTER MEDICAL CENTER, SACRAMENTO (b) (6), (b) (7)(C)	Charging Party, Case 20-CA-196911 (b) (6), (b) (7)(C)
Date <u>July 21, 17</u> By: Sign below _____ Print Name and Title below (b) (6), (b) (7)(C)	Date _____ By: Sign below _____ Print Name and Title below _____
Charging Party, Case 20-CA-196913 (b) (6), (b) (7)(C)	Charging Party, Case 20-CA-196918 (b) (6), (b) (7)(C)
By: Sign below _____ Date _____ Print Name and Title below _____	By: Sign below _____ Date _____ Print Name and Title below _____
Charging Party, Case 20-CA-197780 (b) (6), (b) (7)(C)	Charging Party, Case 20-CA-197833 CALIFORNIA NURSES ASSOCIATION
By: Sign Below _____ Date _____ (b) (6), (b) (7)(C) <u>2/19/18</u> Print Name and Title below _____	By: Sign Below _____ Date _____ Print Name and Title below _____

Recommended By: JANAY M. PARNELL Field Examiner	Date 	Approved By: JILL H. COFFMAN Regional Director, Region 20	Date
--	---------------------	--	---------------------

From: (b) (6), (b) (7)(C)
To: [Parnell, Janay](#)
Subject: Re: Nlrb initialed 20180221
Date: Wednesday, February 28, 2018 3:18:16 PM

Of course. I'll try later this afternoon.

(b) (6), (b) (7)(C)

Sent from my iPhone

On Feb 28, 2018, at 11:14 AM, Parnell, Janay <Janay.Parnell@nlrb.gov> wrote:

(b) (6), (b) (7)(C),

I was traveling for work yesterday and didn't get to open the attachment until just now. Unfortunately, the attachment only contains the final signature page. Can you please just take pictures of the additional pages that you initialed, and e-mail me the pictures as soon as possible?

Thanks,
Janay

Janay Parnell
Field Examiner - Sacramento Resident Agent
National Labor Relations Board
901 Market Street, Suite 400
San Francisco, CA 94103

Phone: (202) 406-0912
Fax: (415) 356-5156

From: (b) (6), (b) (7)(C) [[\(b\) \(6\), \(b\) \(7\)\(C\)](mailto:(b) (6), (b) (7)(C))]
Sent: Wednesday, February 21, 2018 6:19 PM
To: Parnell, Janay <Janay.Parnell@nlrb.gov>; Vargas, Olivia <Olivia.Vargas@nlrb.gov>
Cc: Sara Castle <scastle@calnurses.org>
Subject: Nlrb initialed 20180221

I think this should contain all of the documents initialed.

(b) (6), (b) (7)(C)

Scanned with DocScan
<http://itunes.apple.com/app/id453312964?mt=8>

(To be printed and posted on official Board notice form)

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Sutter Medical Center, Sacramento

(Employer)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Dated: July 21, 17 By:

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(b) (6), (b) (7)(C)

Charged Party SUTTER MEDICAL CENTER, SACRAMENTO (b) (6), (b) (7)(C)		Charging Party, Case 20-CA-196911 (b) (6), (b) (7)(C)	
Date <i>July 21, 17</i> Print Name and Title below (b) (6), (b) (7)(C)		By: Sign below Date <i>2/19/18</i> (b) (6), (b) (7)(C)	
Charging Party, Case 20-CA-196913 (b) (6), (b) (7)(C)		Charging Party, Case 20-CA-196918 (b) (6), (b) (7)(C)	
By: Sign below Date Print Name and Title below		By: Sign below Date Print Name and Title below	
Charging Party, Case 20-CA-197780 (b) (6), (b) (7)(C)		Charging Party, Case 20-CA-197833 CALIFORNIA NURSES ASSOCIATION	
By: Sign Below Date Print Name and Title below		By: Sign Below Date Print Name and Title below	

Recommended By: JANAY M. PARNELL Field Examiner	Date	Approved By: JILL H. COFFMAN Regional Director, Region 20	Date
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(b) (6), (b) (7)(C)

whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: www.nlr.gov.

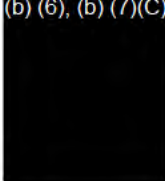
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San Francisco, CA 94103-1738

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(b) (6), (b) (7)(C)



PARTIES TO THE AGREEMENT — If a Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party, the undersigned Charging Parties, and the undersigned Regional Director. In that case, a Charging Party that fails or refuses to become a party to this Agreement may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with (b) (6), (b) (7)(C) copy of these documents.

Yes

(b) (6), (b) (7)(C)

No

(b) (6), (b) (7)(C)

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if a Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by that Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will issue a Complaint that includes the allegations covered by the Notice to Employees, as identified above in the Scope of Agreement section, as well as filing and service of the charge(s), commerce facts necessary to establish Board jurisdiction, labor organization status, appropriate bargaining unit (if applicable), and any other allegations the General Counsel would ordinarily plead to establish the unfair labor practices. Thereafter, the General Counsel may file a Motion for Default Judgment with the Board on the allegations of the Complaint. The Charged Party understands and agrees that all of the allegations of the Complaint will be deemed admitted and that it will have waived its right to file an Answer to such Complaint. The only issue that the Charged Party may raise before the Board will be whether it defaulted on the terms of this Settlement Agreement. The General Counsel may seek, and the Board may impose, a full remedy for each unfair labor practice identified in the Notice to Employees. The Board may then, without necessity of trial or any other proceeding, find all allegations of the Complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an Order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board Order ex parte, after service or attempted service upon Charged Party at the last address provided to the General Counsel.

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If a Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF
Sutter Medical Center, Sacramento

**Cases 20-CA-196911,
20-CA-196913, 20-CA-
196918, 20-CA-197780,
20-CA-197833**

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Parties **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

POSTING OF NOTICE — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them at its facilities located at 2825 Capitol Avenue, 2800 L Street, and 2801 L Street in Sacramento, California. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

INTRANET POSTING - The Charged Party will also post a copy of the Notice in English and in additional languages if the Regional Director decides that it is appropriate to do so, on its intranet at 2825 Capitol Avenue, 2800 L Street, and 2801 L Street in Sacramento, California and keep it continuously posted there for 60 consecutive days from the date it was originally posted. The Charged Party will submit a paper copy of the intranet or website posting to the Region's Compliance Officer when it submits the Certification of Posting and provide a password for a password protected intranet site in the event it is necessary to check the electronic posting.

E-MAILING NOTICE - The Charged Party will email a copy of the signed Notice in English and in additional languages if the Regional Director decides that it is appropriate to do so, to all employees who work at the facilities located at 2825 Capitol Avenue, 2800 L Street, and 2801 L Street in Sacramento, California. The message of the e-mail transmitted with the Notice will state: "We are distributing the Attached Notice to Employees to you pursuant to a Settlement Agreement approved by the Regional Director of Region 20 of the National Labor Relations Board in Case(s) 20-CA-196911, 20-CA-196913, 20-CA-196918, 20-CA-197780, and 20-CA-197833." The Charged Party will forward a copy of that e-mail, with all of the recipients' e-mail addresses, to the Region's Compliance Officer at karen.thompson@nrlrb.gov.

COMPLIANCE WITH NOTICE — The Charged Party will comply with all the terms and provisions of said Notice.

NON-ADMISSION CLAUSE — By entering into this Settlement Agreement, the Charged Party does not admit that it has violated the National Labor Relations Act.

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), including all allegations covered by the attached Notice to Employees made part of this agreement, and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

(b) (6), (b) (7)(C)

Charged Party SUTTER MEDICAL CENTER, SACRAMENTO (b) (6), (b) (7)(C)	Charging Party, Case 20-CA-196911 (b) (6), (b) (7)(C)
Date <i>July 21, 17</i> By: <i>[Signature]</i> Sign below Print Name and Title below (b) (6), (b) (7)(C)	Date <i>2/19/18</i> By: <i>[Signature]</i> Sign below Print Name and Title below (b) (6), (b) (7)(C)
Charging Party, Case 20-CA-196913 (b) (6), (b) (7)(C)	Charging Party, Case 20-CA-196918 (b) (6), (b) (7)(C)
By: Sign below Date Print Name and Title below	By: Sign below Date Print Name and Title below
Charging Party, Case 20-CA-197780 (b) (6), (b) (7)(C)	Charging Party, Case 20-CA-197833 CALIFORNIA NURSES ASSOCIATION
By: Sign Below Date Print Name and Title below	By: Sign Below Date Print Name and Title below

Recommended By: JANAY M. PARNELL Field Examiner	Date 	Approved By: JILL H. COFFMAN Regional Director, Region 20	Date
---	---------------------	---	---------------------

(b) (6), (b) (7)(C)

From: [Parnell, Janay](#)
To: ["Ostrem, Eric"](#)
Cc: [Sharma, Jatinder](#)
Subject: RE: **[**External**]** Sutter Medical Center, Sacramento, Case 20-CA-196911, et. al
Date: Thursday, March 1, 2018 6:17:00 PM

Thank you

Janay Parnell
Field Examiner - Sacramento Resident Agent
National Labor Relations Board
901 Market Street, Suite 400
San Francisco, CA 94103

Phone: (202) 406-0912
Fax: (415) 356-5156

From: Ostrem, Eric [mailto:OstremE@sutterhealth.org]
Sent: Thursday, March 01, 2018 3:16 PM
To: Parnell, Janay <Janay.Parnell@nrlb.gov>
Cc: Sharma, Jatinder <SharmaJ1@sutterhealth.org>
Subject: RE: **[**External**]** Sutter Medical Center, Sacramento, Case 20-CA-196911, et. al

Hi Janay,

Sounds good, will do.

Thanks,
Eric

From: Parnell, Janay [<mailto:Janay.Parnell@nrlb.gov>]
Sent: Thursday, March 01, 2018 3:12 PM
To: Ostrem, Eric <OstremE@sutterhealth.org>
Cc: Sharma, Jatinder <SharmaJ1@sutterhealth.org>
Subject: **[**External**]** Sutter Medical Center, Sacramento, Case 20-CA-196911, et. al

WARNING: This email originated outside of the Sutter Health email system!
DO NOT CLICK links if the sender is unknown and never provide your User ID or Password.

Eric,

As you know, the Charging Parties' Appeals and Motions for reconsideration were denied. Accordingly, the Region is in the process of processing the Settlement Agreement that the Employer signed. Recently, the Agency changed its settlement procedures and now we require that every page of a Settlement Agreement be initialed by all of the parties to the Settlement Agreement.

Accordingly, please print the attached Settlement Agreement, have (b) (6), (b) (7)(C) initial every page, and send me the initialed version via e-mail by the close of business on Tuesday, March 6, 2018.

Thanks,
Janay

Janay Parnell
Field Examiner - Sacramento Resident Agent
National Labor Relations Board
901 Market Street, Suite 400
San Francisco, CA 94103

Phone: (202) 406-0912
Fax: (415) 356-5156

CONFIDENTIALITY NOTICE:
OFFICIAL GOVERNMENT BUSINESS

THIS COMMUNICATION IS INTENDED FOR THE SOLE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THIS COMMUNICATION IS NOT THE INTENDED RECIPIENT OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION, OR COPYING OF THIS COMMUNICATION MAY BE STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY ME IMMEDIATELY BY TELEPHONE CALL, AND RETURN COMMUNICATION TO ME AT THE ADDRESS ABOVE VIA UNITED STATES POSTAL SERVICE. THANK YOU.

From: [Ostrem, Eric](#)
To: [Parnell, Janay](#)
Cc: [Sharma, Jatinder](#)
Subject: RE: [****External****] Sutter Medical Center, Sacramento, Case 20-CA-196911, et. al
Date: Friday, March 2, 2018 2:31:09 PM
Attachments: [\[Untitled\].pdf](#)

Hi Janay,

(b) (6), (b) (7)(C) initiated all the pages. Thanks!

Eric

From: Parnell, Janay [mailto:Janay.Parnell@nlrb.gov]
Sent: Thursday, March 01, 2018 3:12 PM
To: Ostrem, Eric <OstremE@sutterhealth.org>
Cc: Sharma, Jatinder <SharmaJ1@sutterhealth.org>
Subject: [****External****] Sutter Medical Center, Sacramento, Case 20-CA-196911, et. al

WARNING: This email originated outside of the Sutter Health email system!
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Thanks,
Janay

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NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF
Sutter Medical Center, Sacramento

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20-CA-196913, 20-CA-
196918, 20-CA-197780,
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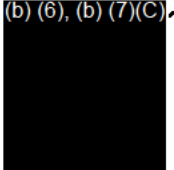
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COMPLIANCE WITH NOTICE — The Charged Party will comply with all the terms and provisions of said Notice.

NON-ADMISSION CLAUSE — By entering into this Settlement Agreement, the Charged Party does not admit that it has violated the National Labor Relations Act.

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), including all allegations covered by the attached Notice to Employees made part of this agreement, and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

(b) (6), (b) (7)(C)



3/1/18

PARTIES TO THE AGREEMENT — If a Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party, the undersigned Charging Parties, and the undersigned Regional Director. In that case, a Charging Party that fails or refuses to become a party to this Agreement may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes

(b) (6), (b) (7)(C)

No

Initials

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if a Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by that Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will issue a Complaint that includes the allegations covered by the Notice to Employees, as identified above in the Scope of Agreement section, as well as filing and service of the charge(s), commerce facts necessary to establish Board jurisdiction, labor organization status, appropriate bargaining unit (if applicable), and any other allegations the General Counsel would ordinarily plead to establish the unfair labor practices. Thereafter, the General Counsel may file a Motion for Default Judgment with the Board on the allegations of the Complaint. The Charged Party understands and agrees that all of the allegations of the Complaint will be deemed admitted and that it will have waived its right to file an Answer to such Complaint. The only issue that the Charged Party may raise before the Board will be whether it defaulted on the terms of this Settlement Agreement. The General Counsel may seek, and the Board may impose, a full remedy for each unfair labor practice identified in the Notice to Employees. The Board may then, without necessity of trial or any other proceeding, find all allegations of the Complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an Order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board Order ex parte, after service or attempted service upon Charged Party at the last address provided to the General Counsel.

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If a Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

(b) (6), (b) (7)(C)

3/1/18

Charged Party SUTTER MEDICAL CENTER, SACRAMENTO (b) (6), (b) (7)(C)	Charging Party, Case 20-CA-196911 (b) (6), (b) (7)(C)
Date <i>July 21, 17</i> Print Name and Title below (b) (6), (b) (7)(C)	By: Sign below Date Print Name and Title below
Charging Party, Case 20-CA-196913 (b) (6), (b) (7)(C)	Charging Party, Case 20-CA-196918 (b) (6), (b) (7)(C)
By: Sign below Date Print Name and Title below	By: Sign below Date Print Name and Title below
Charging Party, Case 20-CA-197780 (b) (6), (b) (7)(C)	Charging Party, Case 20-CA-197833 CALIFORNIA NURSES ASSOCIATION
By: Sign Below Date Print Name and Title below	By: Sign Below Date Print Name and Title below

Recommended By: JANAY M. PARNELL Field Examiner	Date:	Approved By: JILL H. COFFMAN Regional Director, Region 20	Date:
--	-------	--	-------

(b) (6), (b) (7)(C)
3/1/18

(To be printed and posted on official Board notice form)

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL NOT maintain or enforce the overly broad policy in the administrative leave of absence form requesting employees not to discuss ongoing investigations of employee misconduct and **WE WILL** rescind the rule in the administrative leave notice form on that subject.

YOU HAVE THE RIGHT to discuss wages, hours, and working conditions, including workplace investigations, with your coworkers and **WE WILL NOT** do anything to interfere with your exercise of that right.

WE WILL NOT ask you about other employees discussing their workplace investigations.

WE WILL NOT threaten you with corrective action because you exercise your right to discuss workplace investigations with your coworkers.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

WE WILL rescind the portions of all administrative leave notices that were issued to employees since October 14, 2016 that prohibit them from discussing workplace investigations with coworkers and **WE WILL** notify them in writing that this has been done.

Sutter Medical Center, Sacramento

Dated:

July 21, 17

By:

(b) (6), (b) (7)(C)

(Representative)

(Title)

(b) (6), (b) (7)(C)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine

(b) (6), (b) (7)(C)

2/1/18

whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: www.nlrh.gov.


901 Market Street, Suite 400
San Francisco, CA 94103-1738

Telephone: (415)356-5130
Hours of Operation: 8:30 a.m. to 5 p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer.

(b) (6), (b) (7)(C)



3/1/18



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 20
901 Market Street, Suite 400
San Francisco, CA 94103-1738

Agency Website: www.nlrb.gov
Telephone: (415)356-5130
Fax: (415)356-5156

Agent's Direct Dial: (628)221-8875

March 6, 2018

Jatinder K. Sharma, Esq.
Sutter Health - Office of The General Counsel
2200 River Plaza Drive
Sacramento, CA 95833-4134

Re: Sutter Medical Center, Sacramento
Cases 20-CA-196911, 20-CA-196913,
20-CA-196918, 20-CA-197780,
20-CA-197833

Dear Mr. Sharma:

Enclosed is a conformed copy of the Settlement Agreement in the above matter which was approved on February 28, 2018. This letter discusses what the Employer needs to do to comply with the Agreement.

Post Notice: Enclosed are 52 copies of the Notice to Employees. In compliance with the Agreement, a responsible official of the Employer, not the Employer's attorney, must sign and date the Notices before posting them. The Notices should be posted in conspicuous places including all places and any other locations where notices are customarily posted for 60 consecutive days at the Employer's facilities located at 2825 Capitol Avenue, 2800 L Street, and 2801 L Street in Sacramento, CA. The Employer must take reasonable steps to ensure that the Notices are not altered, defaced or covered by other material. If additional Notices are required, please let me know. During the posting period, a member of the Regional Office staff may visit the Employer's facility to inspect the Notices.

Electronic Posting: The Agreement provides that the Employer will post a copy of the Notice on its intranet and keep it continuously posted there for 60 consecutive days. The Employer will furnish the Regional Office with a paper copy of the intranet or website posting along with the attached completed Certifications of Compliance. In the event the Employer's intranet is password protected, I will contact you if it is necessary to obtain the password for the intranet site.

Electronic Mailing: The Agreement provides that the Employer will email a copy of the signed and dated Notice to all employees who work at the facilities located at 2825 Capitol

Avenue, 2800 L Street, and 2801 L Street in Sacramento, California . The message of the e-mail transmitted with the Notice will state: “We are distributing the attached Notice to Employees to you pursuant to a Settlement Agreement approved by the Regional Director of Region 20 of the National Labor Relations Board in Cases 20-CA-196911, et al..” The Employer will forward a copy of that e-mail, at the time that it is sent, transmitting the Notice to Employees, with all of the recipients’ e-mail addresses to the Compliance Officer at karen.thompson@nrlb.gov or norma.pizano@nrlb.gov.

Certification of Compliance: Certification of Compliance forms are also enclosed. Certification of Compliance Part One and Part Two should be completed and returned by not later than March 14, 2018 **with one signed and dated original Notices.** If the Certifications of Compliance and signed Notice are returned via e-file or e-mail, no hard copies of the Certifications of Compliance or Notice are required.

Remedial Actions:

Rules Rescission/Revision: The Agreement provides that the Employer will rescind the rule in administrative leave notice forms requesting employees not discuss ongoing investigations of employee misconduct and will rescind the portions of all administrative leave notices that were issued to employees since October 14, 2016 and notify its employees that this has been done. Please provide the Compliance Officer with documentation that these steps have been taken within **30 days** from the date of approval of the Settlement Agreement/date of the letter soliciting compliance.

Please read all the terms of the Settlement Agreement and Notice carefully, as the Employer will be expected to comply with all such provisions. If you have any questions or if I can assist you, please let me know.

Closing the Case: When all the affirmative terms of the Settlement Agreement have been fully complied with and there are no reported violations of its negative terms, you will be notified that the case has been closed on compliance. Timely receipt of the signed and dated Notice to Employees and the Certifications of Compliance will assist the Region in closing the case in a timely manner.

Very truly yours,

/s/ Karen Thompson

KAREN K. THOMPSON
Compliance Officer

Enclosures: Copy of Conformed Settlement Agreement
Notices to Employees
Certification of Compliance

cc:

(b) (6), (b) (7)(C)

[REDACTED]

(b) (6), (b) (7)(C)

[REDACTED]

(b) (6), (b) (7)(C)

[REDACTED]

Marie K. Walcek, Legal Counsel
California Nurses Association (CNA)
Legal Department
155 Grand Avenue
Oakland, CA 94612

(b) (6), (b) (7)(C)

[REDACTED]

CERTIFICATION OF COMPLIANCE
(PART ONE)

RE: Sutter Medical Center, Sacramento
Cases 20-CA-196911, et al.

(If additional space is needed to provide a full response, attach a sheet(s) with the necessary information.)

Physical Posting

The signed and dated Notice to Employees in the above matter was posted on

(date)_____ at the following locations: (List specific places of posting)

Intranet Posting

The signed and dated Notice to Employees in the above matter was posted on the Employer's

Intranet/Website on (date)_____. A copy of the intranet/website posting is attached.

Electronic Distribution

The signed and dated Notice to Employees in the above captioned matter was distributed electronically on

(date)_____ by the following means. (State means of distribution **and attach proof.**)

I have completed this Certification of Compliance and state under penalty of perjury that it is true and correct.

CHARGED PARTY/RESPONDENT

By: _____

Title: _____

Date: _____

This form should be returned to the Compliance Officer, together with **ONE** original Notice, dated and signed in the same manner as those posted. If the Certification of Compliance Part One and signed Notice is returned via e-file or e-mail, no hard copies of the Certification of Compliance Part One or Notice are required.

CERTIFICATION OF COMPLIANCE
(PART TWO)

RE: Sutter Medical Center, Sacramento
Cases 20-CA-196911, et al.

Rules rescission/revision

On (date)_____, the Employer (rescinded)(revised) the rule in administrative leave notice forms requesting employees not discuss ongoing investigations of employee misconduct that are the subject of the Settlement Agreement and referenced in the Notice to Employees.

On (date)_____, the Employer (rescinded)(revised) the portions of all administrative leave notices that were issued to employees since October 14, 2016 that are the subject of the Settlement Agreement and referenced in the Notice to Employees.

On (date)_____, the Employer notified employees that the rules that are the subject of the Settlement Agreement and referenced in the Notice to Employees have been (rescinded)(revised).

I have completed this Certification of Compliance and state under penalty of perjury that it is true and correct.

CHARGED PARTY/RESPONDENT

By: _____

Title: _____

Date: _____

This form should be returned to the Compliance Officer. If the Certification of Compliance Part Two and signed Notice is returned via e-file or e-mail, no hard copy of the Certification of Compliance Part Two is required.

From: [Ostrem, Eric](#)
To: [Thompson, Karen K.](#)
Cc: [Sharma, Jatinder](#)
Subject: RE: [**External**] Sutter Medical Center, Sacramento, Case 20-CA-196911, et. al
Date: Friday, March 23, 2018 1:23:41 PM

Ms. Thompson,

The notices were posted today. We are also completing the other steps, and will return the certification once those steps are complete.

Thanks,
Eric

From: Thompson, Karen K. [mailto:Karen.Thompson@nlrb.gov]
Sent: Tuesday, March 20, 2018 7:29 AM
To: Ostrem, Eric <OstremE@sutterhealth.org>
Cc: Sharma, Jatinder <SharmaJ1@sutterhealth.org>
Subject: RE: [**External**] Sutter Medical Center, Sacramento, Case 20-CA-196911, et. al

Mr. Ostrem,

Please post as soon as practicable and then return the certification. I am the point person from here on in so please let me know if there are further issues.

Karen K. Thompson, Compliance Officer
NLRB, Region 20
901 Market Street, Suite 400
San Francisco, CA 94103
(628) 221-8875 phone
(415) 356- 5156 fax

From: Parnell, Janay
Sent: Monday, March 19, 2018 3:17 PM
To: Ostrem, Eric <OstremE@sutterhealth.org>
Cc: Sharma, Jatinder <SharmaJ1@sutterhealth.org>; Thompson, Karen K. <Karen.Thompson@nlrb.gov>
Subject: RE: [**External**] Sutter Medical Center, Sacramento, Case 20-CA-196911, et. al

Eric,

Thank you for letting me know. The cases are now being handled by Compliance Officer Karen Thompson, so I am cc'ing her on this e-mail.

Sincerely,
Janay

Janay Parnell
Field Examiner - Sacramento Resident Agent
National Labor Relations Board
901 Market Street, Suite 400
San Francisco, CA 94103

Phone: (202) 406-0912
Fax: (415) 356-5156

From: Ostrem, Eric [<mailto:OstremE@sutterhealth.org>]
Sent: Monday, March 19, 2018 2:32 PM
To: Parnell, Janay <Janay.Parnell@nlrb.gov>
Cc: Sharma, Jatinder <SharmaJ1@sutterhealth.org>
Subject: RE: [**External**] Sutter Medical Center, Sacramento, Case 20-CA-196911, et. al

Hi Janay,

We just today received the notices to post. The letter is dated March 2, so I don't know why it took that long in the mail. We will post as soon as possible. But the letter asks us to submit the certificates of compliance by March 14 – clearly that won't be possible.

Thanks,
Eric



NOTICE TO EMPLOYEES



**POSTED PURSUANT TO A SETTLEMENT AGREEMENT
APPROVED BY A REGIONAL DIRECTOR OF THE
NATIONAL LABOR RELATIONS BOARD
AN AGENCY OF THE UNITED STATES GOVERNMENT**

**Cases: 20-CA-196911, 20-CA-196913, 20-CA-196918,
20-CA-197780, 20-CA-197833**

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union
- Choose representatives to bargain with us on your behalf
- Act together with other employees for your benefit and protection
- Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL NOT maintain or enforce the overly broad policy in the administrative leave of absence form requesting employees not to discuss ongoing investigations of employee misconduct and **WE WILL** rescind the rule in the administrative leave notice form on that subject.

YOU HAVE THE RIGHT to discuss wages, hours, and working conditions, including workplace investigations, with your coworkers and **WE WILL NOT** do anything to interfere with your exercise of that right.

WE WILL NOT ask you about other employees discussing their workplace investigations.

WE WILL NOT threaten you with corrective action because you exercise your right to discuss workplace investigations with your coworkers.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

WE WILL rescind the portions of all administrative leave notices that were issued to employees since October 14, 2016 that prohibit them from discussing workplace investigations with coworkers and **WE WILL** notify them in writing that this has been done.

Sutter Medical Center, Sacramento
(Employer)

Date: _____

By: _____

Title: _____

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlrb.gov and the toll-free number 844-762-6572.

901 Market Street, Suite 400
San Francisco, CA 94103

Telephone: (415) 356-5130
Hours of Operation: 8:30 a.m. to 5:00 p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced, or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the Board's Office, National Labor Relations Board, Region 20, 901 Market Street, Suite 400, San Francisco, CA 94103, Telephone Number 628/221-8875.

From: [Marie Walcek](#)
To: [Thompson, Karen K.](#)
Subject: RE: Sutter Medical Center, Sacramento 20-CA-196911, et al.
Date: Tuesday, April 3, 2018 3:27:34 PM

Thanks, I appreciate it.

Marie Walcek
California Nurses Association
National Nurses United
155 Grand Ave., Oakland, CA 94612
Office: 510-433-2742

This message (including any attachments) contains confidential information intended for a specific individual and purpose, and is protected by law. If you are not the intended recipient, you should delete this message. If you are not the intended recipient, any disclosure, copying, or distribution of this message, or the taking of any action based on it, is strictly prohibited.

From: Thompson, Karen K. [mailto:Karen.Thompson@nrlb.gov]
Sent: Tuesday, April 03, 2018 12:09 PM
To: Marie Walcek
Subject: RE: Sutter Medical Center, Sacramento 20-CA-196911, et al.

Okay – I get it. I'll follow up in a way that doesn't get specific.

From: Marie Walcek [mailto:MWalcek@calnurses.org]
Sent: Tuesday, April 03, 2018 12:05 PM
To: Thompson, Karen K. <Karen.Thompson@nrlb.gov>
Subject: RE: Sutter Medical Center, Sacramento 20-CA-196911, et al.

Thank you for asking. I'm a little hesitant to have my email below sent to the Employer at this time (I don't want certain units being potentially ID'd as problem units by the Employer for speaking up about these postings). Is there any way to ask the employer more generally to just confirm which units have physical postings and where and also when the Employer sent emails out to each unit? I listed all the units out below to hopefully make easier. I understand this may be a less straight-forward way to get the info here and I apologize for that & hope you can understand my hesitation in sharing too many specifics with the Employer here. Or if you have another suggestion for how best confirm compliance in these units definitely open to helping however I can.

Infusion
PAT
CICU/NSSICU
NICU
L&D
MNB
PICU
BMT/ONC
OR
CVOC

PACU
CVSICU
CCU/TELE
PCU/CVIU
5S
5E-Ortho

Thanks again for your help on this,
Marie

Marie Walcek
California Nurses Association
National Nurses United
155 Grand Ave., Oakland, CA 94612
Office: 510-433-2742

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From: Thompson, Karen K. [<mailto:Karen.Thompson@nlrb.gov>]
Sent: Tuesday, April 03, 2018 11:17 AM
To: Marie Walcek
Subject: RE: Sutter Medical Center, Sacramento 20-CA-196911, et al.

Is it okay if I send your email to company folks involved in posting and emailing?

From: Marie Walcek [<mailto:MWalcek@calnurses.org>]
Sent: Tuesday, April 03, 2018 10:32 AM
To: Thompson, Karen K. <Karen.Thompson@nlrb.gov>
Subject: RE: Sutter Medical Center, Sacramento 20-CA-196911, et al.

Thanks for your response, Karen. Sorry to hear you had to be out (b) (6), (b) (7)(C) and I hope everything is OK.

Regarding these postings, we are hearing from RNs that the postings are still not up in a couple of the units, namely in PAT, PICU, and PCU/CVIU. If any way to get confirmation from the employer on those units, that would be very helpful.

Also regarding the emailed notices—it looks like emails have only gone out to a few units and there are still many who have not received it. Specifically, we have confirmation that email notices did go out on the 28th to the following units: NICU, L&D, MNB, and PICU. But no confirmation regarding the following units: Infusion, PAT, CICU/NSSICU, BMT/ONC, OR, CVOR, PACU, CVSICU, CCU/TELE, PCU/CVIU, 5S, or 5E Ortho. Has the Employer sent a copy of the sent email(s) with all recipients to you, as required by the settlement agreement? If so, is there a way that we can confirm whether the Employer has in fact sent out to emails to all employees designated in the settlement agreement

(specifically for the units listed above where nurses are still saying they haven't received), and if so the dates/times? If emails did go out to everyone, knowing the time-stamp would be very helpful so that I can direct RNs where to look in their emails.

Thanks for all your help,
Marie

Marie Walcek
California Nurses Association
National Nurses United
155 Grand Ave., Oakland, CA 94612
Office: 510-433-2742

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From: Thompson, Karen K. [<mailto:Karen.Thompson@nrlb.gov>]
Sent: Tuesday, April 03, 2018 8:25 AM
To: Marie Walcek
Subject: RE: Sutter Medical Center, Sacramento 20-CA-196911, et al.

Marie,
Sorry, have been away (b) (6), (b) (7)(C) and didn't even have time to do an out of office message. It appears that physical posting was done on March 23 as well as the intranet posting. The notices were emailed on March 28. The rule in question was rescinded on March 26 and employees were notified of such on the same day. Notices are in nursing breakrooms at the three different buildings. Please let me know if there are any pending matters for follow up.

Karen K. Thompson, Compliance Officer
NLRB, Region 20
901 Market Street, Suite 400
San Francisco, CA 94103
(628) 221-8875 phone
(415) 356- 5156 fax

From: Marie Walcek [<mailto:MWalcek@calnurses.org>]
Sent: Monday, April 02, 2018 3:35 PM
To: Thompson, Karen K. <Karen.Thompson@nrlb.gov>
Subject: RE: Sutter Medical Center, Sacramento 20-CA-196911, et al.

Karen,

Has the Employer sent their official certificate of posting yet? We are hearing from RNs that while postings have gone up in some units, there are still some without postings and only a few units have

reported receiving the email notice.

Thanks,
Marie

Marie Walcek
California Nurses Association
National Nurses United
155 Grand Ave., Oakland, CA 94612
Office: 510-433-2742

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From: Thompson, Karen K. [<mailto:Karen.Thompson@nrlb.gov>]
Sent: Friday, March 23, 2018 10:32 AM
To: Marie Walcek
Subject: RE: Sutter Medical Center, Sacramento 20-CA-196911, et al.

Eric Ostrem's email only notes that posting has occurred and that they are in the process of completing the other obligations

From: Marie Walcek [<mailto:MWalcek@calnurses.org>]
Sent: Friday, March 23, 2018 10:29 AM
To: Thompson, Karen K. <Karen.Thompson@nrlb.gov>
Subject: RE: Sutter Medical Center, Sacramento 20-CA-196911, et al.

Thank you for this update, Karen. Do you know if Sutter has indicated that the email notices have gone out as well?

Thanks again,
Marie

Marie Walcek
California Nurses Association
National Nurses United
155 Grand Ave., Oakland, CA 94612
Office: 510-433-2742

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From: Thompson, Karen K. [<mailto:Karen.Thompson@nrlb.gov>]
Sent: Friday, March 23, 2018 10:27 AM
To: Marie Walcek
Subject: RE: Sutter Medical Center, Sacramento 20-CA-196911, et al.

Marie,

I am told the Notices went up today. I do not yet have the Certification of Posting to send on to you but you could alert your people that Notices should be up in the customary locations.

Karen K. Thompson, Compliance Officer
NLRB, Region 20
901 Market Street, Suite 400
San Francisco, CA 94103
(628) 221-8875 phone
(415) 356- 5156 fax

From: Marie Walcek [<mailto:MWalcek@calnurses.org>]
Sent: Tuesday, March 20, 2018 2:43 PM
To: Thompson, Karen K. <Karen.Thompson@nrlb.gov>
Subject: Sutter Medical Center, Sacramento 20-CA-196911, et al.

Karen,

Thank you for taking the time to speak with me just now. And I appreciate your forwarding me the certification of compliance as soon as Sutter completes it. Nurses are looking forward to seeing these notice postings go up in the facility and out via email.

Thanks again,
Marie

Marie Walcek
California Nurses Association
National Nurses United
155 Grand Ave., Oakland, CA 94612
Office: 510-433-2742

This message (including any attachments) contains confidential information intended for a specific individual and purpose, and is protected by law. If you are not the intended recipient, you should delete this message. If you are not the intended recipient, any disclosure, copying, or distribution of this message, or the taking of any action based on it, is strictly prohibited.

NEW ADMIN LEAVE FORM: MAY 31, 17

(b) (6), (b) (7)(C)

From: (b) (6), (b) (7)(C)
Sent: Thursday, March 22, 2018 5:16 PM
To: (b) (6), (b) (7)(C)
Subject: FW: Investigative Leave Letter Template
Attachments: Investigative Leave Letter Template.doc

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) placed the template on our shared drive on 5/31/17.

(b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)

Sutter Medical Center, Sacramento
2801 Capitol Avenue, Suite 150
Sacramento, CA 95816

(b) (6), (b) (7)(C) -office phone
(b) (6), (b) (7)(C) -cell phone

From: (b) (6), (b) (7)(C)

Sent: Wednesday, May 31, 2017 8:45 AM

To: DL - SMCS - HR Operations Team <SMCSHROperationsTeam@sutterhealth.org>; (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)@sutterhealth.org>; (b) (6), (b) (7)(C)@sutterhealth.org>; (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)@sutterhealth.org>

Subject: Investigative Leave Letter Template

Based on recent feedback about our administrative leave form, I reached out to WFLR and found that they have an OGC approved template they recommend we adopt. Attached is the template.

I have placed on the shared drive under our investigation forms folder. If you have any feedback on the form, please let me know. Otherwise, we will start to use this version moving forward.

Thanks.

(b) (6), (b) (7)(C)

NEW TEMPLATE



INVESTIGATORY LEAVE WITH/WITH OUT PAY LETTER:

[DATE]
[EMPLOYEE NAME]
[EMPLOYEE ADDRESS]

Dear [NAME]:

This letter is to inform you that effective [date], you are being placed on Investigatory Leave with/without Pay.

This is not a disciplinary action. The purpose of investigatory leave is to allow time for management to investigate a report of unacceptable personal conduct and determine what, if any, action needs to be taken.

The report of unacceptable personal conduct resulting in you being placed in investigatory leave with/without pay is that on [date], [IDENTIFY ALLEGED MISCONDUCT] (*e.g. you falsified your travel documents, specifically, you altered hotel and restaurant receipts and forged your supervisor's signature and submitted the documents for reimbursement*).

During investigatory leave, you should be available to be reached by telephone or a mutually agreed upon alternative method, during normal business hours. You are also required to cooperate with the investigation by answering questions regarding the allegations.

Until such time that an investigation can take place and a determination is made about next steps you will remain on leave. The intent is always to move through the investigative process quickly. You will be notified of the investigation results. [If leave is w/o pay: If at the conclusion of the investigation, it is determined that you did not engage in unacceptable conduct, you will receive retroactive pay for the unpaid time off.]

If you have questions, you may contact [insert name and contact information].

Sincerely,

[NAME]:

Cc: <Manager>



NOTICE TO EMPLOYEES



**POSTED PURSUANT TO A SETTLEMENT AGREEMENT
APPROVED BY A REGIONAL DIRECTOR OF THE
NATIONAL LABOR RELATIONS BOARD
AN AGENCY OF THE UNITED STATES GOVERNMENT**

**Cases: 20-CA-196911, 20-CA-196913, 20-CA-196918,
20-CA-197780, 20-CA-197833**

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union
- Choose representatives to bargain with us on your behalf
- Act together with other employees for your benefit and protection
- Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL NOT maintain or enforce the overly broad policy in the administrative leave of absence form requesting employees not to discuss ongoing investigations of employee misconduct and **WE WILL** rescind the rule in the administrative leave notice form on that subject.

YOU HAVE THE RIGHT to discuss wages, hours, and working conditions, including workplace investigations, with your coworkers and **WE WILL NOT** do anything to interfere with your exercise of that right.

WE WILL NOT ask you about other employees discussing their workplace investigations.

WE WILL NOT threaten you with corrective action because you exercise your right to discuss workplace investigations with your coworkers.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

WE WILL rescind the portions of all administrative leave notices that were issued to employees since October 14, 2016 that prohibit them from discussing workplace investigations with coworkers and **WE WILL** notify them in writing that this has been done.

Sutter Medical Center, Sacramento

Date: March 22, 2018

By:

(b) (6), (b) (7)(C)

Title:

(b) (6), (b) (7)(C)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlr.gov and the toll-free number 844-762-6572.

901 Market Street, Suite 400
San Francisco, CA 94103

Telephone: (415) 356-5130
Hours of Operation: 8:30 a.m. to 5:00 p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced, or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the Board's Office, National Labor Relations Board, Region 20, 901 Market Street, Suite 400, San Francisco, CA 94103, Telephone Number 628/221-8875.

INTRANET POSTING - COMPLETED ON 3/23/1

MySutter
Intranet

Valley Area

MySutter Valley Area HR

Valley Area Clinical HR Policies Resources About the Valley Area Sutter Health

MySutter Valley Area HR
Valley Human Resources

HR

Employee Services
Your Pathway to HR and Payroll

Go to MySutter Connection for Human Resources Information and More
MySutter Connection is your 24-hour online source for answers to HR and Payroll questions—at home or at work. Learn more about using MySutter Connection.

MySutter Connection Login

Topics include:

- Benefits
 - Discounts: EAP, Medical, Dental, Vision, Retirement, Wellness, etc.
- Payroll
 - Pay Calendar
 - Payroll Forms
 - Verification of Employment
- Performance
 - Employee Performance
 - Experience at Work (EOW)
- Career
 - Job Search (Find MyJobSearch and MyJob Descriptions)
- HR Forms
- Learning
 - eLearning
 - Self Development
- Time Off & LOA
 - Bereavement
 - Holidays
 - Jury Duty
 - Leaves of Absence (LOA)
 - Paid Time Off (PTO), Requesting Accommodations
 - Work Related Injury or Illness
- Manager Tools (secured)
 - Hiring, Recruitment, HR Reports, etc.

All employees who have a valid employee ID number can access MySutter Connection, except those at Sutter Medical Groups and Kaiser Permanente.

Related Links

- Confidential Message Line
- Education & Training
- eLearning (HealthStream)
- Employee Assistance Program (EAP)
- Employee Discounts
- Employee Health Services (EHS)
- ePAH
- Job Search (for internal job postings)
- Kronos
- Location eSelf Service
- Management Resources - SHCVL (secured)
- Management Resources - SHSER (secured)
- MyBenefits
- MyHealthOptions (make appointments, request prescriptions)
- MyPSP
- NLRB Notice to Employees
- OAR / UAR
- Salary

Contact

Need further assistance?
Sutter Health Employee Line
916-297-6300 or 855-298-1101
Monday - Friday, 7 a.m. - 5 p.m.

About MySutter - Contact Us - Terms and Conditions - Web Access Policy - © 2013 Sutter Health

ELECTRONIC EMAILING

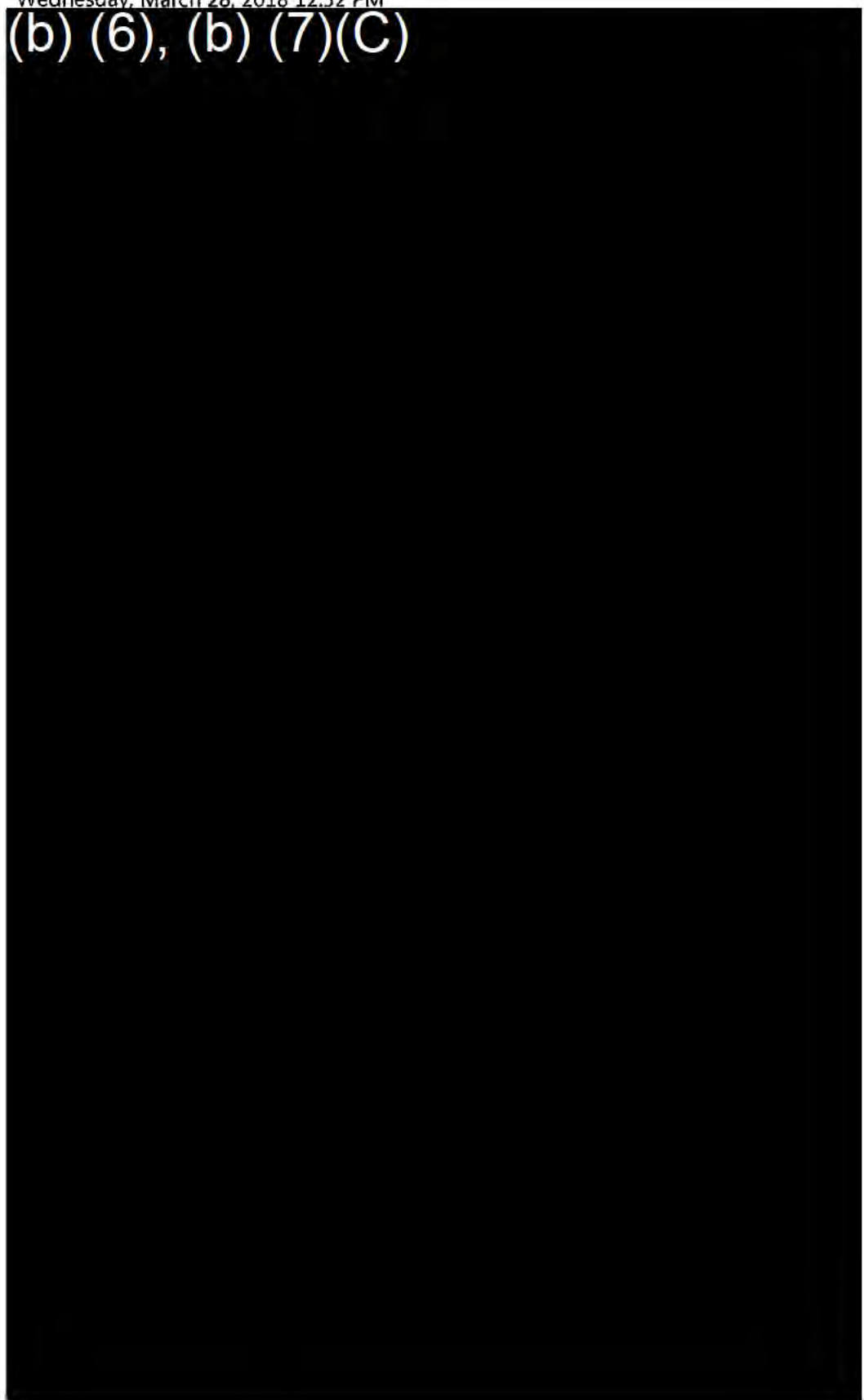
(b) (6), (b) (7)(C)

From:
Sent:
To:

(b) (6), (b) (7)(C)

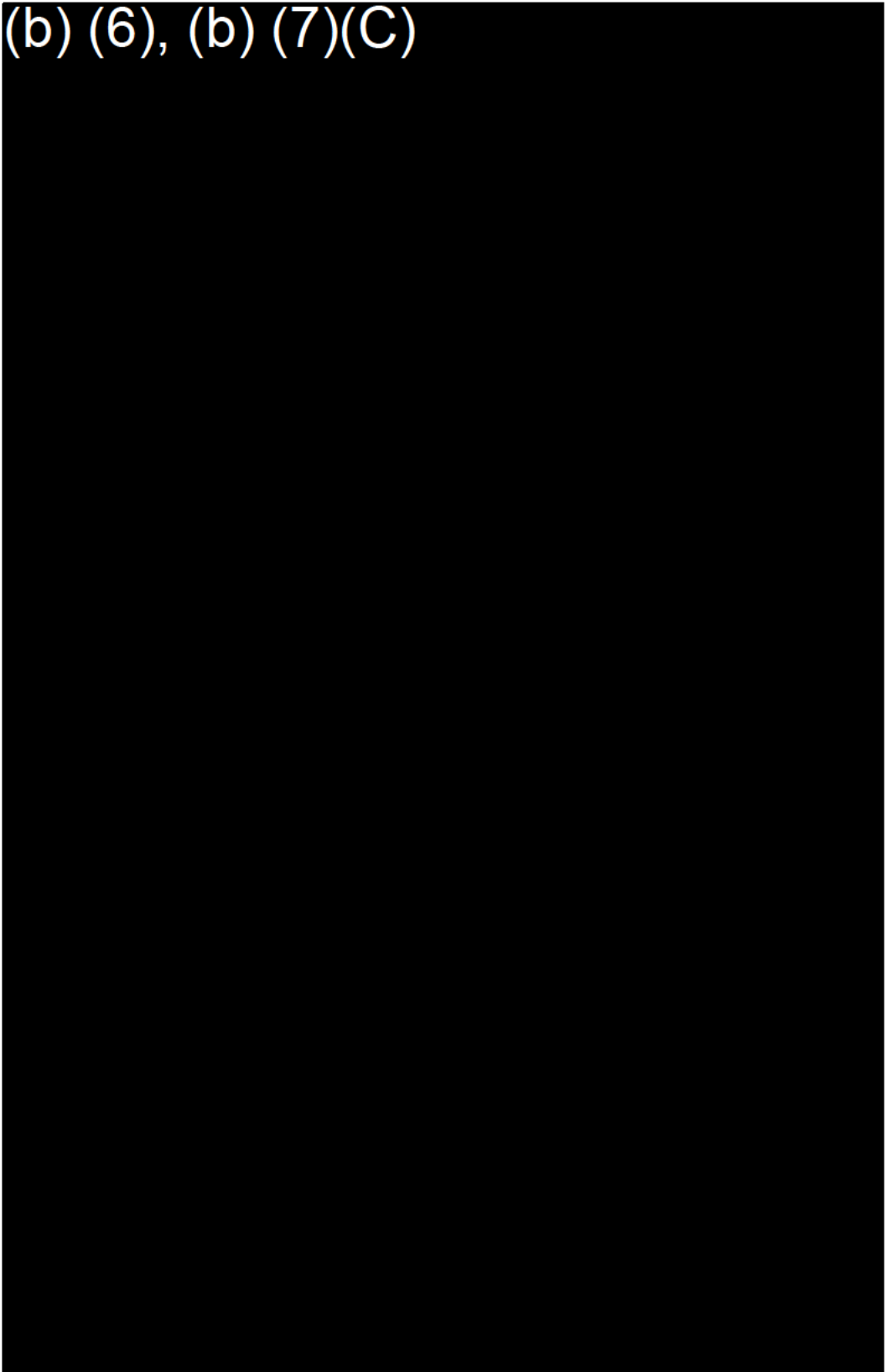
Wednesday, March 28, 2018 12:52 PM

(b) (6), (b) (7)(C)



To:

(b) (6), (b) (7)(C)



Cc:

(b) (6), (b) (7)(C)

Subject:

NLRB Notice to Employees

Attachments:

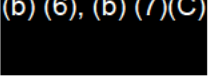
Notice to Employees.pdf

Sending out on behalf of (b) (6), (b) (7)(C)

We are distributing the attached Notice to Employees to you pursuant to a Settlement Agreement approved by the Regional Director of Region 20 of the National Labor Relations Board in Cases 20-CA196911, et al.

Please contact your supervisor or HR if you have any questions, thank you.

(b) (6), (b) (7)(C)

A black rectangular redaction box covering the text below the FOIA exemption codes.

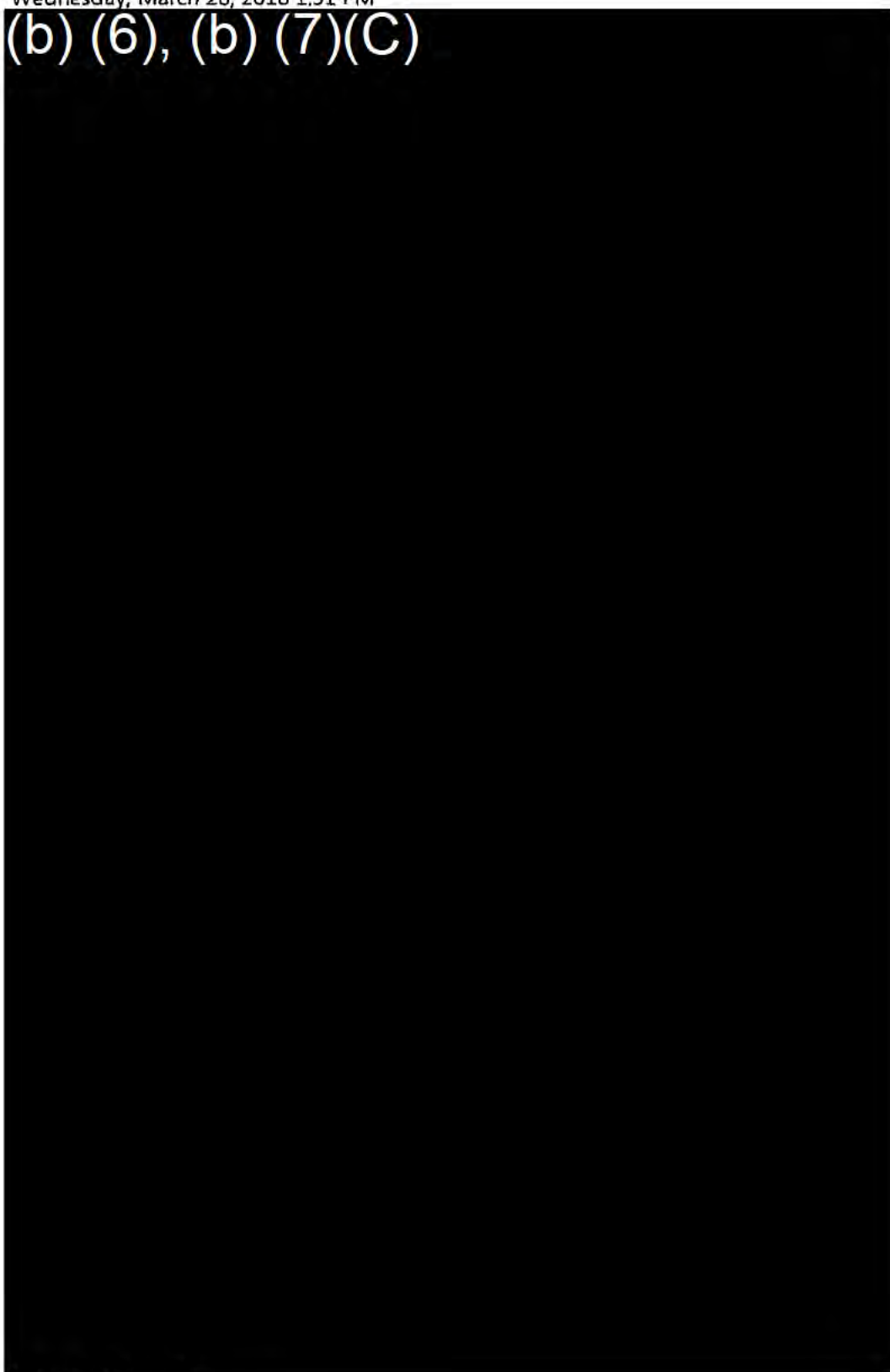
(b) (6), (b) (7)(C)

From:
Sent:
To:

(b) (6), (b) (7)(C)

Wednesday, March 28, 2018 1:31 PM

(b) (6), (b) (7)(C)



Cc:
Subject:

(b) (6), (b) (7)(C)

NLRB Notice to Employees

Attachments:

Notice to Employees.pdf

Sending out on behalf of (b) (6), (b) (7)(C)

We are distributing the attached Notice to Employees to you pursuant to a Settlement Agreement approved by the Regional Director of Region 20 of the National Labor Relations Board in Cases 20-CA196911, et al.

Please contact your supervisor or HR if you have any questions, thank you.

(b) (6), (b) (7)(C)

From: (b) (6), (b) (7)(C)
Sent: Wednesday, March 28, 2018 1:40 PM
To: (b) (6), (b) (7)(C)
Subject: FW: NLRB Notice to Employees
Attachments: Notice to Employees.pdf

[illegible]

(b) (6), (b) (7)(C)

From:
Sent:
To:

(b) (6), (b) (7)(C)

Wednesday, March 28, 2018 2:06 PM

(b) (6), (b) (7)(C)

Cc:
Subject:
Attachments:

(b) (6), (b) (7)(C)

NLRB Notice to Employees

Notice to Employees.pdf

Sending out on behalf of (b) (6), (b) (7)(C)

We are distributing the attached Notice to Employees to you pursuant to a Settlement Agreement approved by the Regional Director of Region 20 of the National Labor Relations Board in Cases 20-CA196911, et al.

Please contact your supervisor or HR if you have any questions, thank you.

(b) (6), (b) (7)(C)

CERTIFICATION OF COMPLIANCE
(PART ONE)

RE: Sutter Medical Center, Sacramento
Cases 20-CA-196911, et al.

(If additional space is needed to provide a full response, attach a sheet(s) with the necessary information.)

Physical Posting

The signed and dated Notice to Employees in the above matter was posted on

(date) March 23, 2018 at the following locations: (List specific places of posting)

NURSING BREAKROOMS IN 2825 CAPITOL AVE, 2800 L STREET
AND 2801 L STREET.

Intranet Posting

The signed and dated Notice to Employees in the above matter was posted on the Employer's

Intranet/Website on (date) March 23, 2018. A copy of the intranet/website posting is attached.

Electronic Distribution

The signed and dated Notice to Employees in the above captioned matter was distributed electronically on

(date) March 28, 2018 by the following means. (State means of distribution and attach proof.)

I have completed this Certification of Compliance and state under penalty of perjury that it is true and correct.

By: CR (b) (6), (b) (7)(C)
Title: _____
Date: March 28, 2018

This form should be returned to the Compliance Officer, together with ONE original Notice, dated and signed in the same manner as those posted. If the Certification of Compliance Part One and signed Notice is returned via e-file or e-mail, no hard copies of the Certification of Compliance Part One or Notice are required.

CERTIFICATION OF COMPLIANCE
(PART TWO)

RE: Sutter Medical Center, Sacramento
Cases 20-CA-196911, et al.

Rules rescission/revision

On (date) May 31, 2017, the Employer (rescinded)(revised) the rule in administrative leave notice forms requesting employees not discuss ongoing investigations of employee misconduct that are the subject of the Settlement Agreement and referenced in the Notice to Employees.

On (date) March 26, 2018, the Employer (rescinded)(revised) the portions of all administrative leave notices that were issued to employees since October 14, 2016 that are the subject of the Settlement Agreement and referenced in the Notice to Employees.

On (date) March 26, 2018 the Employer notified employees that the rules that are the subject of the Settlement Agreement and referenced in the Notice to Employees have been (rescinded)(revised).

I have completed this Certification of Compliance and state under penalty of perjury that it is true and correct.

CHARGED PARTY/RESPONDENT

By:

Title:

Date:

(b) (6), (b) (7)(C)

March 28, 2017

This form should be returned to the Compliance Officer. If the Certification of Compliance Part Two and signed Notice is returned via e-file or e-mail, no hard copy of the Certification of Compliance Part Two is required.



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 20
901 Market Street, Suite 400
San Francisco, CA 94103-1738

Agency Website: www.nlrb.gov
Telephone: (415)356-5130
Fax: (415)356-5156

Agent's Direct Dial: (628)221-8875

April 3, 2018

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Marie K. Walcek, Legal Counsel
California Nurses Association (CNA)
Legal Department
155 Grand Avenue
Oakland, CA 94612

Re: Sutter Medical Center, Sacramento
Cases 20-CA-196911, 20-CA-196913,
20-CA-196918, 20-CA-197780,
20-CA-197833

Gentlepersons:

We have been advised that on March 23, 2018 the Employer posted the signed and dated Notice to Employees in this matter at the following location(s):

- (1) Nursing, Breakrooms in 2825 Capitol Avenue,
- (2) 2800 L Street and 2801 L Street
- (3) _____

We have also been advised that on March 23, 2018 the Notice to Employees was also posted on the Employer's website/intranet.

We have also been advised that on March 28, 2018 the Notice to Employees was circulated via e-mail to employees.

If you have any information to the contrary, you should inform me promptly. As you know, the Employer is obligated to keep the notices posted continuously for a period of 60 days from the date of posting.

Any complaints regarding posting or any other aspects of compliance in this matter should be promptly directed to this office, in writing, together with any evidence you may have.

Very truly yours,

/s/ Karen Thompson

KAREN K. THOMPSON
Compliance Officer

From: [Thompson, Karen K.](#)
To: (b) (6), (b) (7)(C)
Subject: RE: [**External**] RE: NLRB Notice to Employees
Date: Tuesday, April 3, 2018 3:31:00 PM

(b) (6), (b) (7)(C),

It would be helpful to have a breakdown from you as to the specific units where Notices were posted and specific units who received the emailed Notice. It will help me sort out the Union's questions and track compliance for all areas where bargaining unit nurses work.

Thanks

Karen K. Thompson, Compliance Officer
NLRB, Region 20
901 Market Street, Suite 400
San Francisco, CA 94103
(628) 221-8875 phone
(415) 356- 5156 fax

From: (b) (6), (b) (7)(C) [mailto:(b) (6), (b) (7)(C)@sutterhealth.org]
Sent: Tuesday, April 03, 2018 10:18 AM
To: Thompson, Karen K. <Karen.Thompson@nrlb.gov>
Subject: RE: [**External**] RE: NLRB Notice to Employees

Great, Thank you!

From: Thompson, Karen K. [<mailto:Karen.Thompson@nrlb.gov>]
Sent: Tuesday, April 03, 2018 9:10 AM
To: (b) (6), (b) (7)(C) @sutterhealth.org>
Subject: [**External**] RE: NLRB Notice to Employees

WARNING: This email originated outside of the Sutter Health email system!
DO NOT CLICK links if the sender is unknown and never provide your User ID or Password.

Sorry for the delay in responding. I was (b) (6), (b) (7)(C). I received the hard copies in the mail and that will suffice.

From: (b) (6), (b) (7)(C) [mailto:(b) (6), (b) (7)(C)@sutterhealth.org]
Sent: Wednesday, March 28, 2018 1:58 PM
To: Thompson, Karen K. <Karen.Thompson@nrlb.gov>
Cc: (b) (6), (b) (7)(C) @sutterhealth.org>
Subject: FW: NLRB Notice to Employees

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

From: (b) (6), (b) (7)(C)
To: [Thompson, Karen K.](#)
Subject: RE: [**External**] RE: NLRB Postings at SMCS
Date: Friday, April 6, 2018 3:10:08 PM

Yes, it does.

(b) (6), (b) (7)(C)

From: Thompson, Karen K. [mailto:Karen.Thompson@nlr.gov]
Sent: Friday, April 06, 2018 11:30 AM
To: (b) (6), (b) (7)(C) @sutterhealth.org>
Subject: [**External**] RE: NLRB Postings at SMCS

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(b) (6), (b) (7)(C)

Does this same list apply to emailing the Notices? (Sorry if I already asked this in an email but I couldn't find a copy)

Karen

From: (b) (6), (b) (7)(C) [mailto:(b) (6), (b) (7)(C)@sutterhealth.org]
Sent: Friday, April 06, 2018 8:45 AM
To: Thompson, Karen K. <Karen.Thompson@nlr.gov>
Subject: NLRB Postings at SMCS

Karen,

Below is a list of departments where we posted our Notice to Employees. Please let me know if you need anything else.

Thanks,

(b) (6), (b) (7)(C)

Infusion Services
Transplant and Heart Specialty Services
Neurology
Ortho
Surgical and Bariatrics
Case Management
Oncology

Bone Marrow Transplant
Cardio vascular Interventional Unit
Cardiovascular ICU
Cardiac Care
Surgery
Pre-op
Cath Lab
PACU
Emergency Department
Pediatric Day Unit
Pediatric ICU
Pediatrics
Neuro & Surgical ICU
Cardiac ICU
Medical ICU
Labor & Delivery
High Risk Maternity
NICU
Maternal Newborn

From: [Thompson, Karen K.](#)
To: ["Marie Walcek"](#)
Subject: RE: NLRB Postings at SMCS
Date: Friday, April 6, 2018 2:27:00 PM

I asked if this also applied to emailing but haven't heard back yet.

From: Marie Walcek [mailto:MWalcek@calnurses.org]
Sent: Friday, April 06, 2018 11:26 AM
To: Thompson, Karen K. <Karen.Thompson@nrlb.gov>
Subject: RE: NLRB Postings at SMCS

Thanks, Karen. I will check in with my client check again on these locations. Has the Employer provided any update on email notices?

Marie Walcek
California Nurses Association
National Nurses United
155 Grand Ave., Oakland, CA 94612
Office: 510-433-2742

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From: Thompson, Karen K. [mailto:Karen.Thompson@nrlb.gov]
Sent: Friday, April 06, 2018 9:02 AM
To: Marie Walcek
Subject: FW: NLRB Postings at SMCS

Marie,
Some of the departments are easy enough to match but need help with some others. Will you please have your folks check the units you queried about and let me know if there are still problems?
Thanks,
Karen

From: (b) (6), (b) (7)(C) [mailto:[\(b\) \(6\), \(b\) \(7\)\(C\)@sutterhealth.org](mailto:(b) (6), (b) (7)(C)@sutterhealth.org)]
Sent: Friday, April 06, 2018 8:45 AM
To: Thompson, Karen K. <Karen.Thompson@nrlb.gov>
Subject: NLRB Postings at SMCS

Karen,

Below is a list of departments where we posted our Notice to Employees. Please let me know if you need anything else.

Thanks,

(b) (6), (b) (7)(C)

Infusion Services
Transplant and Heart Specialty Services
Neurology
Ortho
Surgical and Bariatrics
Case Management
Oncology
Bone Marrow Transplant
Cardio vascular Interventional Unit
Cardiovascular ICU
Cardiac Care
Surgery
Pre-op
Cath Lab
PACU
Emergency Department
Pediatric Day Unit
Pediatric ICU
Pediatrics
Neuro & Surgical ICU
Cardiac ICU
Medical ICU
Labor & Delivery
High Risk Maternity
NICU
Maternal Newborn

From: [Thompson, Karen K.](#)
To: (b) (6), (b) (7)(C)
Subject: Sutter Sacramento 20-CA-196911 et al.
Date: Tuesday, April 10, 2018 2:52:00 PM

(b) (6), (b) (7)(C),

I haven't had the Notices checked yet but I am being told by CNA that there are no notices posted in either the Pediatric ICU or the Medical ICU. Would you please let me know where specifically the notices are posted in those departments?

Thanks,

Karen K. Thompson, Compliance Officer
NLRB, Region 20
901 Market Street, Suite 400
San Francisco, CA 94103
(628) 221-8875 phone
(415) 356- 5156 fax

From: [Marie Walcek](#)
To: [Thompson, Karen K.](#)
Subject: RE: **[**External**]** Sutter Sacramento 20-CA-196911 et al.
Date: Wednesday, April 11, 2018 12:28:07 PM

Thank you, Karen. This is very helpful. Our folks are checking now, will keep you posted if any further issues.

Thanks again,
Marie

Marie Walcek
California Nurses Association
National Nurses United
155 Grand Ave., Oakland, CA 94612
Office: 510-433-2742

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From: Thompson, Karen K. [mailto:Karen.Thompson@nrlb.gov]
Sent: Wednesday, April 11, 2018 6:21 AM
To: Marie Walcek
Subject: FW: **[**External**]** Sutter Sacramento 20-CA-196911 et al.

fyi

From: (b) (6), (b) (7)(C) [mailto:[\(b\) \(6\), \(b\) \(7\)\(C\)@sutterhealth.org](mailto:(b) (6), (b) (7)(C)@sutterhealth.org)]
Sent: Tuesday, April 10, 2018 4:39 PM
To: Thompson, Karen K. <Karen.Thompson@nrlb.gov>
Cc: Ostrem, Eric <OstremE@sutterhealth.org>
Subject: FW: **[**External**]** Sutter Sacramento 20-CA-196911 et al.

Karen,

I personally validated that PICU and MICU has these posted in their break rooms. In addition to the MICU break room, where there is already a posting, there is also a small conference room (which is not a break room) in the same department. I went ahead and posted one in there too, just in case that is where the confusion may be. They are in the same department and close by.

Thanks.

From: Thompson, Karen K. [<mailto:Karen.Thompson@nrlb.gov>]
Sent: Tuesday, April 10, 2018 11:53 AM
To: (b) (6), (b) (7)(C) [@sutterhealth.org](mailto:(b) (6), (b) (7)(C)@sutterhealth.org)>

Subject: [**External**] Sutter Sacramento 20-CA-196911 et al.

WARNING: This email originated outside of the Sutter Health email system!
DO NOT CLICK links if the sender is unknown and never provide your User ID or Password.

(b) (6), (b) (7)(C),

I haven't had the Notices checked yet but I am being told by CNA that there are no notices posted in either the Pediatric ICU or the Medical ICU. Would you please let me know where specifically the notices are posted in those departments?

Thanks,

Karen K. Thompson, Compliance Officer
NLRB, Region 20
901 Market Street, Suite 400
San Francisco, CA 94103
(628) 221-8875 phone
(415) 356- 5156 fax

From: [Thompson, Karen K.](#)
To: ["Marie Walcek"](#)
Subject: RE: [**External**] RE: NLRB Postings at SMCS
Date: Tuesday, April 10, 2018 2:48:00 PM

Marie,

Although the settlement may read "all employees" that would mean all employees in the bargaining unit related to the charge settled – not all employees employed by the Employer. I'll send you what Sutter has submitted in terms of the emailing and the intranet posting. I will follow up with them about the two units identified below.

Karen

From: Marie Walcek [mailto:MWalcek@calnurses.org]
Sent: Tuesday, April 10, 2018 11:21 AM
To: Thompson, Karen K. <Karen.Thompson@nrlb.gov>
Subject: RE: [**External**] RE: NLRB Postings at SMCS

Thank you, Karen. I circled back with nurses at the facility-- RNs report there is still no physical posting in the Pediatric ICU or Medical ICU. Also, the following units are reporting not receiving emails: Surgery, Cardiovascular Interventional Unit, Bone Marrow Transplant, Oncology, Infusion, Cardiovascular Intensive Care Unit, and Neuro and Surgical ICU. And at this point, the emails that have gone out are only going out to nurses, no other staff (though the settlement agreement states that the notices should be emailed to "all employees.") Finally, RNs are reporting that the notice has not been posted on Sutter's intranet system as required by the settlement. Again, it may be there, but no nurses have been able to find it (so any help in ID'ing where it's located would be helpful).

Please let me know what the best course of action should be from here. As I understand it, Sutter is required to send a copy of the email(s) sent out with all recipients listed—have they done that? Regarding the physical postings, it sounds like we're narrowed down to two units now, so if any way you could have Sutter identify the precise location of the postings in Pediatric ICU or Medical ICU that would be very helpful.

Thank you for all of your continued help on this,
Marie

Marie Walcek
California Nurses Association
National Nurses United
155 Grand Ave., Oakland, CA 94612
Office: 510-433-2742

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From: Thompson, Karen K. [mailto:Karen.Thompson@nrlb.gov]
Sent: Friday, April 06, 2018 12:12 PM
To: Marie Walcek

Subject: FW: [**External**] RE: NLRB Postings at SMCS

fyi

From: (b) (6), (b) (7)(C) [mailto:(b) (6), (b) (7)(C)@sutterhealth.org]

Sent: Friday, April 06, 2018 12:10 PM

To: Thompson, Karen K. <Karen.Thompson@nrlb.gov>

Subject: RE: [**External**] RE: NLRB Postings at SMCS

Yes, it does.

(b) (6), (b) (7)(C)

From: Thompson, Karen K. [mailto:Karen.Thompson@nrlb.gov]

Sent: Friday, April 06, 2018 11:30 AM

To: (b) (6), (b) (7)(C) [mailto:(b) (6), (b) (7)(C)@sutterhealth.org]

Subject: [**External**] RE: NLRB Postings at SMCS

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DO NOT CLICK links if the sender is unknown and never provide your User ID or Password.

(b) (6), (b) (7)(C),

Does this same list apply to emailing the Notices? (Sorry if I already asked this in an email but I couldn't find a copy)

Karen

From: (b) (6), (b) (7)(C) [mailto:(b) (6), (b) (7)(C)@sutterhealth.org]

Sent: Friday, April 06, 2018 8:45 AM

To: Thompson, Karen K. <Karen.Thompson@nrlb.gov>

Subject: NLRB Postings at SMCS

Karen,

Below is a list of departments where we posted our Notice to Employees. Please let me know if you need anything else.

Thanks,

(b) (6), (b) (7)(C)

Infusion Services

Transplant and Heart Specialty Services

Neurology
Ortho
Surgical and Bariatrics
Case Management
Oncology
Bone Marrow Transplant
Cardio vascular Interventional Unit
Cardiovascular ICU
Cardiac Care
Surgery
Pre-op
Cath Lab
PACU
Emergency Department
Pediatric Day Unit
Pediatric ICU
Pediatrics
Neuro & Surgical ICU
Cardiac ICU
Medical ICU
Labor & Delivery
High Risk Maternity
NICU
Maternal Newborn



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 20
901 Market Street, Suite 400
San Francisco, CA 94103-1738

Agency Website: www.nlrb.gov
Telephone: (415)356-5130
Fax: (415)356-5156

Agent's Direct Dial: (628)221-8875

May 10, 2018

Jatinder K. Sharma, Esq.
Sutter Health - Office of The General Counsel
2200 River Plaza Dr
Sacramento, CA 95833-4134

Re: Sutter Medical Center, Sacramento
Cases: 20-CA-196911, 20-CA-196913,
20-CA-196918, 20-CA-197780,
20-CA-197833

Dear Mr. Sharma:

The notice posting period in the above matter will expire on May 23, 2018. On that date or within seven days thereafter, please have a responsible official of the Employer complete the enclosed "Confirmation of 60-Day Posting" form and immediately return it to the Regional Office. Upon confirmation of the posting, full compliance with the affirmative provisions, and no reported violations of the Settlement Agreement, I will recommend that the cases be closed on compliance.

Very truly yours,

/s/ Karen Thompson

KAREN K. THOMPSON
Compliance Officer

Enclosure

CONFIRMATION OF 60-DAY POSTING

Sutter Medical Center, Sacramento

Cases 20-CA-196911, 20-CA-196913, 20-CA-196918,
20-CA-197780, 20-CA-197833

The Notice to Employees provided by the National Labor Relations Board in the above matter remained continuously and conspicuously posted for at least 60 days.

CHARGED PARTY/RESPONDENT

By: _____

Title: _____

Date: _____



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 20
901 Market Street, Suite 400
San Francisco, CA 94103-1738

Agency Website: www.nlrb.gov
Telephone: (415)356-5130
Fax: (415)356-5156

Agent's Direct Dial: (628)221-8875

May 10, 2018

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Marie K. Walcek, Legal Counsel
California Nurses Association (CNA)
Legal Department
155 Grand Avenue
Oakland, CA 94612

Re: Sutter Medical Center, Sacramento
Cases 20-CA-196911, 20-CA-196913,
20-CA-196918, 20-CA-197780,
20-CA-197833

Gentlepersons:

Our records show that the Charged Party has complied with the terms of the Settlement Agreement and the cases are now ready to be closed. Unless you advise us and submit evidence by May 17, 2018 that the Settlement Agreement has not been complied with, I will assume that you are satisfied with the compliance by the Charged Party and will recommend the cases be closed.

Very truly yours,

/s/ Karen Thompson

KAREN K. THOMPSON
Compliance Officer

From: (b) (6), (b) (7)(C)
To: [Thompson, Karen K.](#)
Subject: the rest of the home page
Date: Friday, May 18, 2018 12:08:30 PM
Attachments: [Screen Shot 2018-05-18 at 9.07.52 AM.png](#)
[Screen Shot 2018-05-18 at 9.07.35 AM.png](#)



Sutter Employees Get involved
Visit the AngelPoints website to see all the ways employees can pitch in around the community!
[Go to AngelPoints >>](#)

Stay Connected!

Follow Sutter On Social Media



Read NewsPlus

[Sutter Social Media Policy](#)



Education & Training (JMC-3)

[Nutrition & Food Services \(SMCS\)](#)

[Pharmacy \(SMCS\)](#)

[Campus Phone Directory \(SMCS\)](#)

[Region & Affiliate Departments](#)

Education & Training

[Education](#)

[QuickHelp - Microsoft App Tutorials](#)

[Leadership Development \(LEAD\)](#)

[eLearning \(Healthstream\)](#)

Employee Services

[Employee Assistance Program \(EAP\)](#)

[Employee Discounts](#)

Forms & Tools

[MyEHS](#)

[KRONOS](#)

mySutter Connect

Work Orders

[IS Service Desk](#)

Introducing the Sutter Safe Care Site

Find resources related to Safe Care training, employee discussions, or watch the latest Safe Care video blog. Our Safe Care site has everything you need to join Sutter's quest to eliminate harm. [Visit the Safe Care Site.](#)

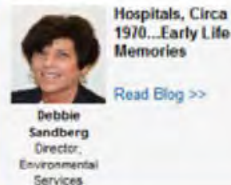


Campus Resources

Title

▮ Section : Food Options (11)

▮ Section : SMCS Area Maps (9)



Hospitals, Circa
1970...Early Life
Memories

[Read Blog >>](#)

Debbie
Sandberg
Director,
Environmental
Services

Team Sutter - Join Now!



Now there's an easy way to see what's
happening around the Sutter Health
network, and share your own news and
photos, too!
[Visit Team Sutter](#)

[In the Community](#)

Frequently Viewed Links

* Top Links

[Quick Links \(Valley\)](#)
[Quick Links \(SMCS\)](#)
[Patient Care Forms &
Physician Orders](#)

Accessibility (ADA)

[Disability Accommodation
Guide](#)
[Accessibility \(ADA\)](#)

Benefits & HR

[HR Forms](#)
[Kronos](#)
[MyPSDP](#)

Clinical

[ClinicalKey for Nursing](#)
[Clinical Skills](#)
[Nursing \(SMCS\)](#)
[Physicians \(SMCS\)](#)
[Library Resources](#)
[Health Literacy - Stoplight
Tools](#)
[Office of Patient Experience](#)

Collaboration Sites

[Sutter Medical Center
Sacramento Collaboration](#)

Departments/Directories

[Diversity & Inclusion](#)
[Social Work Services \(SMCS\)](#)

Human Resources

[MyBenefits](#)

Legal, Risk & Compliance

[Legal, Risk & Compliance](#)
[Standard of Business Conduct](#)
[Confidential Message Line](#)

Philanthropy

[Philanthropy \(SMCS\)](#)
[Employee Giving](#)
[Funding Initiatives](#)

Policies

[PolicyStat \(SMCS\)](#)
[Patient Care Standards \(SMCS\)](#)
[Valley & Affiliate Policies](#)

QAR

[Patient Safety Report \(formerly
QAR\)](#)

Quality

[Critical Care Quality Reporting](#)
[Patient Safety Reporting
\(MIDAS\)](#)
[SHVA Quality Reporting](#)

Recognitions/Awards

[Flagship Award \(PDF\)](#)
[Flagship Award \(Online Form\)](#)

Sutter Shared Services (S3)

[Sutter Shared Services](#)

Sutter EHR Resources

Select

Highlights

Find Highlights



SMCS Calendar

Did You Know?



Transforming Care through Research

Our researchers discover new ways
to predict, prevent and diagnose
health issues—and rapidly translate
those findings to improve care. Our
teams recently received a grant to
evaluate our [patients' experiences
with a group-based diabetes
prevention program](#) that has gained
national attention for its success.

Transforming Our Network

Our Multi-Year Strategy



We're moving forward with a bold strategy to
change our care model in the best interest of
our patients, clinicians, employees and
communities. [Learn more.](#)

Sutter Safe Care

From: (b) (6), (b) (7)(C)
To: [Thompson, Karen K.](#)
Subject: home page
Date: Friday, May 18, 2018 12:07:17 PM
Attachments: [Screen Shot 2018-05-18 at 9.06.44 AM.png](#)

SMCS Forms & Tools

Find Forms & Tools

Hospitals & Medical Groups

Find Affiliate Intranet Sites

Dave's
Friday
5

Read this Week's 5 >>

From Our Leaders



Hospitals, Circa
1970...Early Life
Memories

Read Blog >>

NewsPlus - SMCS NewsPlus - Network

Annual Report Celebrates 'Rock Star' Nurses



Just in time for Nurses Week, Sutter Medical Center, Sacramento nurse leaders produced the first-ever Annual Report, subtitled our RNs' three R's: "Resilient, Real and Rock Stars."

Read the Report>>

Other Top Stories

May Religious Observances / May Gift Shop Promotions
Penguins and Alligators at Sutter Children's Center, Sacramento?
Yes, Please!

Go to the NewsPlus Blog for More News >>

Frequently Viewed Links

* Top Links

Quick Links (Valley)

Quick Links (SMCS)

Human Resources

MyBenefits

Legal, Risk & Compliance

Stand Up with Pride: Volunteers Needed



Join our 2018 Pride teams in Sacramento, San Francisco and Utah. Register today!

2018 Sutter Intranet Upgrade: Provide feedback on Yammer.

MySutter Connection Login
Sutter Employees Only (non-phy.)

Sutter EHR Resources

Select

Highlights

From: (b) (6), (b) (7)(C)
To: [Thompson, Karen K.](#)
Subject: Valley Pictures
Date: Friday, May 18, 2018 12:01:27 PM
Attachments: [Screen Shot 2018-05-18 at 9.00.25 AM.png](#)
[Screen Shot 2018-05-18 at 9.00.09 AM.png](#)
[Screen Shot 2018-05-18 at 8.59.54 AM.png](#)
[Screen Shot 2018-05-18 at 8.57.16 AM.png](#)



Valley Human Resources



Employee Services

Your Pathway to HR and Payroll



Go to MySutter Connection for Human Resources Information and More
MySutter Connection is your 24-hour online source for answers to HR and Payroll questions—at home or at work. [Learn more about using MySutter Connection.](#)

MySutter Connection Login
Sutter Employees Only (non-phy.)



Topics Include:

- **Benefits**
 - Discounts, EAP, Medical, Dental, Vision, Retirement, Wellness, etc.
- **Payroll**
 - Pay Calendar
 - Payroll Forms
 - Verification of Employment
- **Performance**
 - Employee Performance
 - Experience of Work (EOW)
- **Career**
 - Job Search (*Find MyJobSearch and MyJob Descriptions*)
- **HR Forms**
- **Learning**
 - eLearning
 - Self-Development
- **Time Off & LOA**
 - Bereavement
 - Holidays
 - Jury Duty
 - Leaves of Absence (LOA)
 - Paid Time Off (PTO), Requesting Accommodations
 - Work Related Injury or Illness
- **Manager Tools (secured)**
 - Hiring, Recruitment, HR

Related Links

- Confidential Message Line
- Education & Training
- eLearning (HealthStream)
- Employee Assistance Program (EAP)
- Employee Discounts
- Employee Health Services (EHS)
- ePAN
- Job Search (for Internal job postings)
- Kronos
- Lawson eSelf Service
- Management Resources - SHCVR (secured)
- Management Resources - SHSSR (Secured)
- MyBenefits
- MyHealthOnline (*make appts., request prescriptions*)
- MyPSDP
- NLRB Notice to Employees
- OAR / UAR
- Safety

Go To...

MySutter > Valley Area > Resources > Quick Links

Quick Links

Resources

- [Education and Training](#)
- [Forms & Tools](#)
- [Patrick Hays Room Reservations](#)
- [Regional Standards](#)
- [SMF Ebola Resources](#)
- [Management - CVR \(Secured\)](#)
- [Lean Promotion Office](#)
- [SIP IMR Quickview – HISTORIC DATA ONLY](#)
- [Supply Chain Services-CVR](#)
- [Supply Chain Services-SSR](#)
- [Video Library](#)

Quick Links

Building / Facilities

- [Facilities Management Intranet](#)
- [Plant Operations Work Order](#)

Clinical Applications & References

- [Black Box RX](#)
- [Cadwell Easy III \(EEG\)](#)
- [Clairvia Login](#)
- [Clairvia POE Reports](#)
- [Clairvia Portal \(Tip Sheets, FAQs, etc.\)](#)
- [Clinical Pharmacology](#)
- [ClinicalKey for Nursing](#)
- [CVR PACS Web](#)
- [Diabetes Patient Education Materials](#)

Human Resources

- [Confidential Message Line...](#)
- [CVR Wellness Program](#)
- [CVR Wellness Program Website](#)
- [Discounts](#)
- [EAP Resources](#)
- [eLearning \(HealthStream\)](#)
- [Employee Discounts](#)
- [Employee Health Services](#)
- [ePAN](#)
- [eSelf Service](#)
- [HR Service Center \(SHSSR Secured\)](#)
- [Human Resources](#)
- [Human Resources](#)

Frequently Viewed Links

* Top Links

[Quick Links \(Valley\)](#)

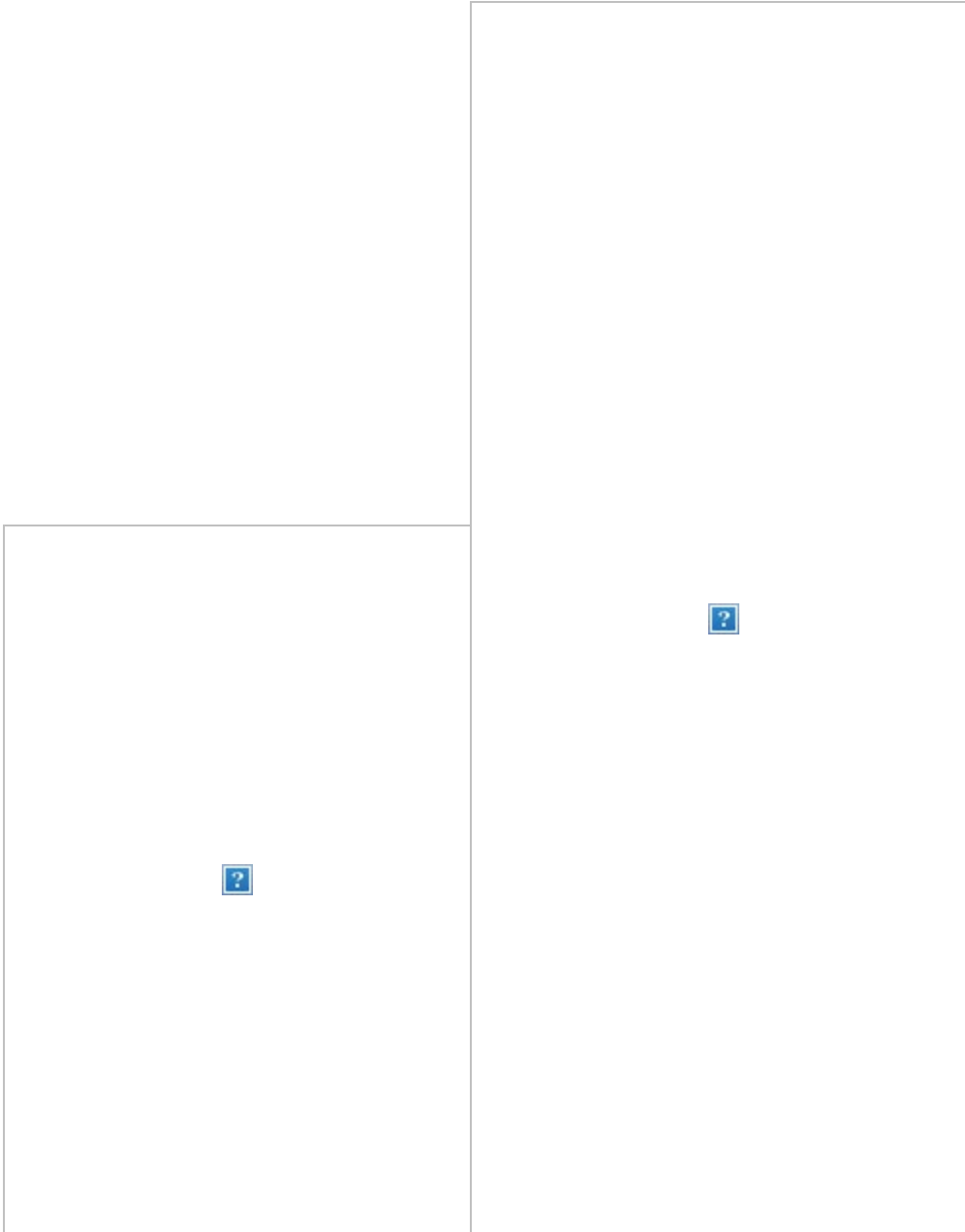
[Quick Links \(SMCS\)](#)

[Patient Care Forms &
Physician Orders](#)

[EAP Resources](#)
[eLearning \(HealthStream\)](#)
[Employee Discounts](#)
[ePAN](#)
[eSelf Service](#)
[HR Service Center \(SHSSR Secured\)](#)
[Kronos](#)
[Lawson eSelf Service](#)
[MyBenefits](#)
[MyEHS](#)
[MyJobSearch](#)
[MyPSDP](#)
[Regional Standards](#)
[SMCS Employee Lactation Resource Guide](#)

Infection Control

From: (b) (6), (b) (7)(C)
To: [Thompson, Karen K.](#)
Subject: pictures
Date: Friday, May 18, 2018 11:58:05 AM
Attachments: [Screen Shot 2018-05-18 at 8.57.16 AM.png](#)
[Screen Shot 2018-05-18 at 8.56.08 AM.png](#)
[Screen Shot 2018-05-18 at 8.55.41 AM.png](#)



[EAP Resources](#)
[eLearning \(HealthStream\)](#)
[Employee Discounts](#)
[ePAN](#)
[eSelf Service](#)
[HR Service Center \(SHSSR Secured\)](#)
[Kronos](#)
[Lawson eSelf Service](#)
[MyBenefits](#)
[MyEHS](#)
[MyJobSearch](#)
[MyPSDP](#)
[Regional Standards](#)
[SMCS Employee Lactation Resource Guide](#)

Infection Control

Human Resources	N
------------------------	----------

[Confidential Message Line...](#)

[CVR Wellness Program](#)

[CVR Wellness Program Website](#)

[Discounts](#)

[EAP Resources](#) **P**

[eLearning \(HealthStream\)](#)

[Employee Discounts](#)

[Employee Health Services](#)

[ePAN](#)

[eSelf Service](#) **P**

[HR Service Center \(SHSSR Secured\)](#)

[Human Resources](#) **P**

[Human Resources](#)

[Kronos](#)

[Lawson eSelf Service](#)

[Leave of Absence Request Form \(online\)](#)

[My Health Online](#)

[MyBenefits](#)

[MyEHS](#)

[MyHIRE Portal Page](#)

[MyJobSearch](#)

[MyPSDP](#) **G**

[Regional Standards](#)

[Standards of Business Conduct \(PDF 8 MB\)](#)

[Tuition Reimbursement](#)

Infection Control

Frequently Viewed Links

* Top Links

[Quick Links \(Valley\)](#)

[Quick Links \(SMCS\)](#)

[Patient Care Forms &
Physician Orders](#)

[Accessibility \(ADA\)](#)

From: [Ostrem, Eric](#)
To: [Thompson, Karen K.](#); (b) (6), (b) (7)(C)
Subject: RE: [**External**] Emailing: Screen Shot 2018-05-18 at 9.06.44 AM
Date: Friday, May 18, 2018 12:58:17 PM

Karen,

Unfortunately, that is not an accurate characterization of the situation, for several reasons. I would be happy to come to Oakland to your office on Monday to show you.

First, it is true SMCS employees use the MySutter SMCS portal. On that portal, one of the tabs at the top of the page is HR. (You can see it on your screenshot.) If you click on the HR tab, it takes you to the Valley Human Resources page because the SMCS human resources information is integrated with the human resources information from other Sutter Health affiliates in our Valley Area. They are not separate portals. That is the HR page for SMCS employees. Once on that HR page, which is the only HR page for SMCS employees, there is a clearly visible link to "NLRB Notice to Employees." So this notice was posted directly on the HR page for SMCS employees. And frankly, it is posted in a more prominent way than most other notices to employees. It is posted right alongside links to the timekeeping system, employee education, and employees' information about their pay and benefits.

Second, our Certificate of Compliance sent in after the postings when up showed where it was posted. There were no objections at that time. Instead, the union has waited until just a couple days before the end of the 60-day period to object. It is a last-minute attempt to get an extended posting period without any good cause.

Third, the settlement agreement only requires posting on the intranet page. We complied with that requirement. And further, based on the description above, the posting is prominent and readily accessible. Two clicks to view the notice is completely reasonable, and nothing in the settlement agreement requires a maximum number of clicks.

Thanks,
Eric

-----Original Message-----

From: Thompson, Karen K. [<mailto:Karen.Thompson@nlrb.gov>]
Sent: Friday, May 18, 2018 9:30 AM
To: (b) (6), (b) (7)(C) <(b) (6), (b) (7)(C)@sutterhealth.org>; Ostrem, Eric <OstremE@sutterhealth.org>
Subject: [**External**] Emailing: Screen Shot 2018-05-18 at 9.06.44 AM

WARNING: This email originated outside of the Sutter Health email system!
DO NOT CLICK links if the sender is unknown and never provide your User ID or Password.

(b) (6), (b) (7)(C) and Eric,

I am told by one of the Charging Parties that they receive information from Sutter via My Sutter SMCS portal (see attached screen shot) and not the Valley Area portal where the Notice was posted. Once they were told where it had been posted, the Charging Parties objected that the posting on the Valley Area site was not readily accessible in that it required at least two clicks to find the Notice. In order to fix the issues, I would like Sutter to post the Notice itself on the home pages of the MySutter/SMCS and My Sutter/Valley Area as an image rather than links to the document. Once this has been done, please send me the screen shots of the two pages and I will direct the Charging Parties to log on and access the postings. A new 60-day posting will start when the Notice goes up on the SMCS portal page.

Please let me know if you have any questions.

Thanks,

Karen K. Thompson, Compliance Officer

NLRB, Region 20

901 Market Street, Suite 400

San Francisco, CA 94103

(628) 221-8875 phone

(415) 356- 5156 fax

Your message is ready to be sent with the following file or link attachments:

Screen Shot 2018-05-18 at 9.06.44 AM

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

From: [Thompson, Karen K.](#)
To: "Ostrem, Eric"; (b) (6), (b) (7)(C)
Subject: RE: [**External**] Sutter
Date: Friday, May 18, 2018 11:29:00 AM

Eric and (b) (6), (b) (7)(C),

I'll let you know the next steps once I hear back from Charging Parties. The sharing of a password with the Compliance Officer is boilerplate language in settlements that include an intranet posting. If there are real barriers in doing so, you will want to raise this in future settlement discussions and offer alternative methods for policing the posting.

Thanks,
Karen

From: Ostrem, Eric [mailto:OstremE@sutterhealth.org]
Sent: Friday, May 18, 2018 8:25 AM
To: (b) (6), (b) (7)(C) @sutterhealth.org; Thompson, Karen K.
<Karen.Thompson@nlrb.gov>
Subject: Re: [**External**] Sutter

Thanks, Karen, we've never had any issues with this before. Hopefully it won't be a concern. I would be happy to come to your office and log in a show you (and the union) the site if necessary.

Thanks,
Eric

Get [Outlook for iOS](#)

From: (b) (6), (b) (7)(C) @sutterhealth.org>
Sent: Friday, May 18, 2018 8:23 AM
Subject: RE: [**External**] Sutter
To: Thompson, Karen K. <karen.thompson@nlrb.gov>
Cc: Ostrem, Eric <ostreme@sutterhealth.org>

Okay, I was not aware of that. Keep me posted on next steps. I have never requested this before, so I will discuss with my IT leadership simultaneously.

Thanks.

From: Thompson, Karen K. [mailto:Karen.Thompson@nlrb.gov]
Sent: Friday, May 18, 2018 8:16 AM
To: (b) (6), (b) (7)(C) @sutterhealth.org>
Subject: [**External**] Sutter

WARNING: This email originated outside of the Sutter Health email system!
DO NOT CLICK links if the sender is unknown and never provide your User ID or Password.

(b) (6), (b) (7)(C),

The settlement signed by Sutter provides for sharing a password with me to check the site (see attached). I understand your concerns so will ask the Union to have one of its people check the site for me. If there are no problems, you will not need to share a password with me. If, however, they cannot find the Notice on the site or report to me that it is not posted, I will need access.

Karen

From: [Marie Walcek](#)
To: [Thompson, Karen K.](#)
Subject: RE: Sutter Medical 20-CA-196911 et al.
Date: Friday, May 18, 2018 12:23:59 PM

Thanks, Karen. I was not aware that (b) (6), (b) (7)(C) planned to respond (or was still having any issues finding the postings). We will check in with (b) (6), (b) (7)(C) as well.

Thanks again,
Marie

Marie Walcek
California Nurses Association
National Nurses United
155 Grand Ave., Oakland, CA 94612
Office: 510-433-2742

This message (including any attachments) contains confidential information intended for a specific individual and purpose, and is protected by law. If you are not the intended recipient, you should delete this message. If you are not the intended recipient, any disclosure, copying, or distribution of this message, or the taking of any action based on it, is strictly prohibited.

From: Thompson, Karen K. [mailto:Karen.Thompson@nrlb.gov]
Sent: Friday, May 18, 2018 8:21 AM
To: Marie Walcek
Subject: FW: Sutter Medical 20-CA-196911 et al.

Marie,
My email to (b) (6), (b) (7)(C).
Karen

From: Thompson, Karen K.
Sent: Friday, May 18, 2018 8:20 AM
To: (b) (6), (b) (7)(C)
Subject: Sutter Medical 20-CA-196911 et al.

(b) (6), (b) (7)(C),

Please find attached a screen shot of the intranet posting provided to me by Sutter. Will you please try to access the site to locate the Notice to Employees? The arrow drawn on the screen shot directs you to the link. Please let me know if you find the Notice or if you have problems in doing so.

Karen K. Thompson, Compliance Officer
NLRB, Region 20
901 Market Street, Suite 400
San Francisco, CA 94103
(628) 221-8875 phone
(415) 356- 5156 fax

From: (b) (6), (b) (7)(C)
To: [Thompson, Karen K.](#)
Subject: RE: [**External**] RE: NLRB Notice to Employees
Date: Friday, May 18, 2018 11:10:36 AM

Karen,

We have very strict requirements around technology access due to PHI. Offering a password to an external, non-employee would be difficult. Can I send you a series of screen shots showing where it is or even have someone personally come in and I can share the locations on the intranet site? I'm located on 28th and L street.

Please let me know if this will work, or if you have any other suggestions. Thank you.

From: Thompson, Karen K. [mailto:Karen.Thompson@nrlb.gov]
Sent: Friday, May 18, 2018 7:07 AM
To: (b) (6), (b) (7)(C) @sutterhealth.org>
Subject: [**External**] RE: NLRB Notice to Employees

WARNING: This email originated outside of the Sutter Health email system!
DO NOT CLICK links if the sender is unknown and never provide your User ID or Password.

(b) (6), (b) (7)(C),

Would you please send me instructions and a password so that I can check the intranet posting?

Thanks

Karen

From: (b) (6), (b) (7)(C) [mailto:[\(b\) \(6\), \(b\) \(7\)\(C\)@sutterhealth.org](mailto:(b) (6), (b) (7)(C)@sutterhealth.org)]
Sent: Wednesday, March 28, 2018 1:58 PM
To: Thompson, Karen K. <Karen.Thompson@nrlb.gov>
Cc: (b) (6), (b) (7)(C) @sutterhealth.org>
Subject: FW: NLRB Notice to Employees

Hi Karen,

My name is (b) (6), (b) (7)(C) and I am overseeing all the posting requirements for Cases: 20-CA-196911, 196913, 196918, 197780, 197833.

Below is the first email distribution to our staff. Our email distribution at Sutter Health is limited to only 500 email distributions at a time, so we had to send the same notice out four times.

Would you like me to forward all of the emails?

I am mailing the certification of compliance to you tomorrow morning.

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

(b) (6), (b) (7)(C) @sutterhealth.org>; (b) (6), (b) (7)(C) @sutterhealth.org>;
(b) (6), (b) (7)(C) @sutterhealth.org>; (b) (6), (b) (7)(C)
(b) (6), (b) (7)(C) @sutterhealth.org>
cc: (b) (6), (b) (7)(C) @sutterhealth.org>
Subject: NLRB Notice to Employees

Sending out on behalf of (b) (6), (b) (7)(C)

We are distributing the attached Notice to Employees to you pursuant to a Settlement Agreement approved by the Regional Director of Region 20 of the National Labor Relations Board in Cases 20-CA196911, et al.

Please contact your supervisor or HR if you have any questions, thank you.

(b) (6), (b) (7)(C)

INTRANET POSTING. COMPLETED ON 3/23/11

P.O. Valley Human Resources

MySutter
Intranet

Valley Area

MySutter • Contact Us • Feedback • Help

MySutter

MySutter

Valley Area Clinical HR Policies Resources About the Valley Area Sutter Health



MySutter > Valley Area > HR

Valley Human Resources

HR

Employee Services

Your Pathway to HR and Payroll



Go to MySutter Connection for Human Resources information and more. MySutter Connection is your 24-hour online source for answers to HR and Payroll questions—at home or at work. Learn more about using MySutter Connection.

MySutter Connection Login

Topics include:

- Benefits
 - Discounts: EAP, Medical, Dental, Vision, Retirement, Wellness, etc.
- Payroll
 - Pay Calendar
 - Payroll Dates
 - Verification of Employment
- Performance
 - Employee Performance
 - Experience of Work (EOW)
- Career
 - Job Search (Find MyJobSearch and MyJob Descriptions)
- HR Forms
- Learning
 - eLearning
 - Self-Development
- Time Off & LOA
 - Bereavement
 - Holidays
 - Jury Duty
 - Leaves of Absence (LOA)
 - Paid Time Off (PTO), Requesting Accommodations
 - Work Related Injury or Illness
- Manager Tools (secured)
 - Hiring, Recruitment, HR Reports, etc.

All employees who have a Sutter employee ID number can access MySutter Connection, except those at Sutter Medical Groups and Park Medical.

Related Links

- Confidential Message Line
- Education & Training
- eLearning (HealthStream)
- Employee Assistance Program (EAP)
- Employee Discounts
- Employee Health Services (EHS)
- ePHI
- Job Search (for internal job postings)
- Kronos
- Location eSelf Service
- Management Resources - BMDM (secured)
- Management Resources - SISR (secured)
- MyBenefits
- MyHealthOnline (make appointments, request prescriptions)
- MyFSCP
- NLRB Notice to Employees
- OAR / UAR
- Safety

Contact Us

Need further assistance?
Sutter Health Employee Line
916.297.8300 or 855.298.1631
Monday - Friday, 7 a.m. - 5 p.m.

From: [Thompson, Karen K.](#)
To: (b) (6), (b) (7)(C)
Subject: Sutter
Date: Friday, May 18, 2018 11:16:10 AM
Attachments: [Untitled.pdf](#)

(b) (6), (b) (7)(C)

The settlement signed by Sutter provides for sharing a password with me to check the site (see attached). I understand your concerns so will ask the Union to have one of its people check the site for me. If there are no problems, you will not need to share a password with me. If, however, they cannot find the Notice on the site or report to me that it is not posted, I will need access.

Karen

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF
Sutter Medical Center, Sacramento

**Cases 20-CA-196911,
20-CA-196913, 20-CA-
196918, 20-CA-197780,
20-CA-197833**

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Parties **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

POSTING OF NOTICE — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them at its facilities located at 2825 Capitol Avenue, 2800 L Street, and 2801 L Street in Sacramento, California. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

INTRANET POSTING - The Charged Party will also post a copy of the Notice in English and in additional languages if the Regional Director decides that it is appropriate to do so, on its intranet at 2825 Capitol Avenue, 2800 L Street, and 2801 L Street in Sacramento, California and keep it continuously posted there for 60 consecutive days from the date it was originally posted. The Charged Party will submit a paper copy of the intranet or website posting to the Region's Compliance Officer when it submits the Certification of Posting and provide a password for a password protected intranet site in the event it is necessary to check the electronic posting.

E-MAILING NOTICE - The Charged Party will email a copy of the signed Notice in English and in additional languages if the Regional Director decides that it is appropriate to do so, to all employees who work at the facilities located at 2825 Capitol Avenue, 2800 L Street, and 2801 L Street in Sacramento, California. The message of the e-mail transmitted with the Notice will state: "We are distributing the Attached Notice to Employees to you pursuant to a Settlement Agreement approved by the Regional Director of Region 20 of the National Labor Relations Board in Case(s) 20-CA-196911, 20-CA-196913, 20-CA-196918, 20-CA-197780, and 20-CA-197833." The Charged Party will forward a copy of that e-mail, with all of the recipients' e-mail addresses, to the Region's Compliance Officer at karen.thompson@nrlrb.gov.

COMPLIANCE WITH NOTICE — The Charged Party will comply with all the terms and provisions of said Notice.

NON-ADMISSION CLAUSE — By entering into this Settlement Agreement, the Charged Party does not admit that it has violated the National Labor Relations Act.

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), including all allegations covered by the attached Notice to Employees made part of this agreement, and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

(b) (6), (b) (7)(C)

3/1/18

PARTIES TO THE AGREEMENT — If a Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party, the undersigned Charging Parties, and the undersigned Regional Director. In that case, a Charging Party that fails or refuses to become a party to this Agreement may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes

(b) (6), (b) (7)(C)

No

Initials

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if a Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by that Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will issue a Complaint that includes the allegations covered by the Notice to Employees, as identified above in the Scope of Agreement section, as well as filing and service of the charge(s), commerce facts necessary to establish Board jurisdiction, labor organization status, appropriate bargaining unit (if applicable), and any other allegations the General Counsel would ordinarily plead to establish the unfair labor practices. Thereafter, the General Counsel may file a Motion for Default Judgment with the Board on the allegations of the Complaint. The Charged Party understands and agrees that all of the allegations of the Complaint will be deemed admitted and that it will have waived its right to file an Answer to such Complaint. The only issue that the Charged Party may raise before the Board will be whether it defaulted on the terms of this Settlement Agreement. The General Counsel may seek, and the Board may impose, a full remedy for each unfair labor practice identified in the Notice to Employees. The Board may then, without necessity of trial or any other proceeding, find all allegations of the Complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an Order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board Order ex parte, after service or attempted service upon Charged Party at the last address provided to the General Counsel.

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If a Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

(b) (6), (b) (7)(C)

3/1/18

Charged Party SUTTER MEDICAL CENTER, SACRAMENTO (b) (6), (b) (7)(C) <div style="background-color: black; width: 200px; height: 50px; margin-top: 5px;"></div>	Charging Party, Case 20-CA-196911 (b) (6), (b) (7)(C) <div style="background-color: black; width: 100px; height: 15px; margin-top: 5px;"></div>
Date <i>July 21, 17</i> By: _____ Sign below _____ Date _____ Print Name and Title below (b) (6), (b) (7)(C) <div style="background-color: black; width: 100px; height: 20px; margin-top: 5px;"></div>	By: _____ Sign below _____ Date _____ Print Name and Title below _____ _____
Charging Party, Case 20-CA-196913 (b) (6), (b) (7)(C) <div style="background-color: black; width: 100px; height: 15px; margin-top: 5px;"></div>	Charging Party, Case 20-CA-196918 (b) (6), (b) (7)(C) <div style="background-color: black; width: 100px; height: 15px; margin-top: 5px;"></div>
By: _____ Sign below _____ Date _____ Print Name and Title below _____ _____	By: _____ Sign below _____ Date _____ Print Name and Title below _____ _____
Charging Party, Case 20-CA-197780 (b) (6), (b) (7)(C) <div style="background-color: black; width: 100px; height: 15px; margin-top: 5px;"></div>	Charging Party, Case 20-CA-197833 CALIFORNIA NURSES ASSOCIATION
By: _____ Sign Below _____ Date _____ Print Name and Title below _____ _____	By: _____ Sign Below _____ Date _____ Print Name and Title below _____ _____

Recommended By: _____ Date _____ JANAY M. PARNELL Field Examiner	Approved By: _____ Date _____ JILL H. COFFMAN Regional Director, Region 20
--	--

(b) (6), (b) (7)(C)

3/1/18

(To be printed and posted on official Board notice form)

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL NOT maintain or enforce the overly broad policy in the administrative leave of absence form requesting employees not to discuss ongoing investigations of employee misconduct and **WE WILL** rescind the rule in the administrative leave notice form on that subject.

YOU HAVE THE RIGHT to discuss wages, hours, and working conditions, including workplace investigations, with your coworkers and **WE WILL NOT** do anything to interfere with your exercise of that right.

WE WILL NOT ask you about other employees discussing their workplace investigations.

WE WILL NOT threaten you with corrective action because you exercise your right to discuss workplace investigations with your coworkers.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

WE WILL rescind the portions of all administrative leave notices that were issued to employees since October 14, 2016 that prohibit them from discussing workplace investigations with coworkers and **WE WILL** notify them in writing that this has been done.

Sutter Medical Center, Sacramento

Dated: July 21, 17 By:

(b) (6), (b) (7)(C)

(Representative)

(Title)

(b) (6), (b) (7)(C)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine

(b) (6), (b) (7)(C)

5/1/18

whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: www.nlrh.gov.


901 Market Street, Suite 400
San Francisco, CA 94103-1738

Telephone: (415)356-5130
Hours of Operation: 8:30 a.m. to 5 p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer.

(b) (6), (b) (7)(C)



3/1/18

From: [Thompson, Karen K.](#)
To: ["Marie Walcek"](#)
Subject: FW: SMCS noncompliance with Settlement Agreement
Date: Friday, May 18, 2018 10:02:39 AM
Attachments: [Letter to NLRB regarding posting.doc](#)

Marie,

Did the Union ask for these employees to respond to my letter asking for objections? Any objections to closing should come from the Charging Party so please get in touch and let me know the status. I will send again the info provided to me by the Employer regarding the intranet posting.

Karen

From: (b) (6), (b) (7)(C) [mailto:(b) (6), (b) (7)(C)]
Sent: Thursday, May 17, 2018 4:39 PM
To: Thompson, Karen K. <Karen.Thompson@nrlb.gov>
Subject: SMCS noncompliance with Settlement Agreement

May 17, 2018

United States Government
National Labor Relations Board
Region 20
901 Market Street, Suite 400
San Francisco, CA 94103-1738

Ms. Karen Thompson:

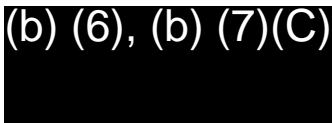
Re: Sutter Medical Center, Sacramento
Cases 20-CA-196911, 20-CA-196913, 20-CA-196918, 20-CA-197780, 20-
CA-197833

According to the letter that was sent to us on May 10, 2018, Sutter Medical Center, Sacramento was in compliance with the terms of the Settlement Agreement. We disagree. Not once have we seen an NLRB posting on the intranet site. One or another of us has looked at the intranet site everyday (except when the entire system was down) since the posting was to have been placed; yet it was not discovered.

Even if it were technically up, it was impossible for three of us to find, therefore, for all intents and purposes, it was not posted.

Sincerely,

(b) (6), (b) (7)(C)

A black rectangular redaction box covers the signature and any handwritten notes that might have been present.

(b) (6), (b) (7)(C)

Would you please send me instructions and a password so that I can check the intranet posting?

Thanks

Karen

From: (b) (6), (b) (7)(C) [mailto:(b) (6), (b) (7)(C)@sutterhealth.org]

Sent: Wednesday, March 28, 2018 1:58 PM

To: Thompson, Karen K. <Karen.Thompson@nlrb.gov>

Cc: (b) (6), (b) (7)(C) @sutterhealth.org>

Subject: FW: NLRB Notice to Employees

Hi Karen,

My name is (b) (6), (b) (7)(C) and I am overseeing all the posting requirements for Cases: 20-CA-196911, 196913, 196918, 197780, 197833.

Below is the first email distribution to our staff. Our email distribution at Sutter Health is limited to only 500 email distributions at a time, so we had to send the same notice out four times.

Would you like me to forward all of the emails?

I am mailing the certification of compliance to you tomorrow morning.

Thank you.

From: (b) (6), (b) (7)(C)

Sent: Wednesday, March 28, 2018 12:52 PM

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

From: [Thompson, Karen K.](#)
To: ["Marie Walcek"; \(b\) \(6\), \(b\) \(7\)\(C\)](#)
Subject: RE: Sutter intranet posting
Date: Monday, May 21, 2018 11:04:00 AM

Marie and (b) (6), (b) (7)(C)

I had a chance to discuss the intranet posting issue with the Regional Director on Friday. She will not require Sutter to re-post the intranet posting. She has determined that the steps it took in to post on its intranet are sufficient and that it is in compliance with the terms of the settlement. She noted that the intranet posting was one of three notification methods so between the three ways, employees had ample opportunity to read the Notice to Employees. We will close the cases after the end of the 60-day posting period absent any compelling reason not to.

Thanks,

Karen K. Thompson, Compliance Officer
NLRB, Region 20
901 Market Street, Suite 400
San Francisco, CA 94103
(628) 221-8875 phone
(415) 356- 5156 fax

From: Thompson, Karen K.
Sent: Friday, May 18, 2018 10:12 AM
To: Marie Walcek <MWalcek@calnurses.org>; (b) (6), (b) (7)(C)
Subject: Sutter intranet posting

Marie and (b) (6), (b) (7)(C)

This is Sutter's response to my email to them about posting Notice on SMCS site. I am going to have to get my Regional Director to make the call on this issue so if you have any arguments to make countering Eric Ostrem's below, please pass along by May 23.

Thanks,
Karen

Sutter response to my recent email asking for them to re-post on intranet

Karen,

Unfortunately, that is not an accurate characterization of the situation, for several reasons. I would be happy to come to Oakland to your office on Monday to show you.

First, it is true SMCS employees use the MySutter SMCS portal. On that portal, one of the tabs at the top of the page is HR. (You can see it on your screenshot.) If you click on the HR tab, it takes you to

the Valley Human Resources page because the SMCS human resources information is integrated with the human resources information from other Sutter Health affiliates in our Valley Area. They are not separate portals. That is the HR page for SMCS employees. Once on that HR page, which is the only HR page for SMCS employees, there is a clearly visible link to "NLRB Notice to Employees." So this notice was posted directly on the HR page for SMCS employees. And frankly, it is posted in a more prominent way than most other notices to employees. It is posted right alongside links to the timekeeping system, employee education, and employees' information about their pay and benefits.

Second, our Certificate of Compliance sent in after the postings when up showed where it was posted. There were no objections at that time. Instead, the union has waited until just a couple days before the end of the 60-day period to object. It is a last-minute attempt to get an extended posting period without any good cause.

Third, the settlement agreement only requires posting on the intranet page. We complied with that requirement. And further, based on the description above, the posting is prominent and readily accessible. Two clicks to view the notice is completely reasonable, and nothing in the settlement agreement requires a maximum number of clicks.

Thanks,
Eric

From: [Thompson, Karen K.](#)
To: "Ostrem, Eric"; (b) (6), (b) (7)(C)
Subject: RE: [**External**] Emailing: Screen Shot 2018-05-18 at 9.06.44 AM
Date: Monday, May 21, 2018 11:20:00 AM

Eric,

Under the circumstances, the RD decided that the intranet posting is adequate. She noted that it is one of three notification mechanisms so employees have had a reasonable opportunity to read the Notice. Absent any valid objections from any of the Charging Parties and after we received an executed Confirmation of 60-Day Posting form from Sutter, we will close the cases on compliance.

Thanks,

Karen K. Thompson, Compliance Officer
NLRB, Region 20
901 Market Street, Suite 400
San Francisco, CA 94103
(628) 221-8875 phone
(415) 356- 5156 fax

-----Original Message-----

From: Ostrem, Eric [<mailto:OstremE@sutterhealth.org>]
Sent: Friday, May 18, 2018 10:36 AM
To: Thompson, Karen K. <Karen.Thompson@nlrb.gov>; (b) (6), (b) (7)(C) @sutterhealth.org>
Subject: RE: [**External**] Emailing: Screen Shot 2018-05-18 at 9.06.44 AM

Thanks, Karen, that makes sense. Apologies for leaping to a conclusion on the moving party.

If the RD has any questions or concerns, I would be happy to meet with them to discuss and show them. I strongly believe we complied here.

Thanks,
Eric

-----Original Message-----

From: Thompson, Karen K. [<mailto:Karen.Thompson@nlrb.gov>]
Sent: Friday, May 18, 2018 10:33 AM
To: Ostrem, Eric <OstremE@sutterhealth.org>; (b) (6), (b) (7)(C) @sutterhealth.org>
Subject: RE: [**External**] Emailing: Screen Shot 2018-05-18 at 9.06.44 AM

Eric,

A visit from Sacramento to San Francisco won't be necessary. I am going to let the RD decide whether she thinks Sutter has complied or not. And just to clarify, it was one of the Charging Parties who raised this issue, not the union. The Charging Party had been searching for the intranet posting for some time and it wasn't until (b) (6), (b) (7)(C) received our pre-closing letter in the past few days that (b) (6), (b) (7)(C) understood the mechanism for raising such an issue. I will let you know what the RD says about noncompliance.

Karen

Karen K. Thompson, Compliance Officer
NLRB, Region 20
901 Market Street, Suite 400
San Francisco, CA 94103
(628) 221-8875 phone
(415) 356- 5156 fax

-----Original Message-----

From: Ostrem, Eric [<mailto:OstremE@sutterhealth.org>]

Sent: Friday, May 18, 2018 9:58 AM

To: Thompson, Karen K. <Karen.Thompson@nlrb.gov>; (b) (6), (b) (7)(C) @sutterhealth.org>

Subject: RE: **[**External**]** Emailing: Screen Shot 2018-05-18 at 9.06.44 AM

Karen,

Unfortunately, that is not an accurate characterization of the situation, for several reasons. I would be happy to come to Oakland to your office on Monday to show you.

First, it is true SMCS employees use the MySutter SMCS portal. On that portal, one of the tabs at the top of the page is HR. (You can see it on your screenshot.) If you click on the HR tab, it takes you to the Valley Human Resources page because the SMCS human resources information is integrated with the human resources information from other Sutter Health affiliates in our Valley Area. They are not separate portals. That is the HR page for SMCS employees. Once on that HR page, which is the only HR page for SMCS employees, there is a clearly visible link to "NLRB Notice to Employees." So this notice was posted directly on the HR page for SMCS employees. And frankly, it is posted in a more prominent way than most other notices to employees. It is posted right alongside links to the timekeeping system, employee education, and employees' information about their pay and benefits.

Second, our Certificate of Compliance sent in after the postings when up showed where it was posted. There were no objections at that time. Instead, the union has waited until just a couple days before the end of the 60-day period to object. It is a last-minute attempt to get an extended posting period without any good cause.

Third, the settlement agreement only requires posting on the intranet page. We complied with that requirement. And further, based on the description above, the posting is prominent and readily accessible. Two clicks to view the notice is completely reasonable, and nothing in the settlement agreement requires a maximum number of clicks.

Thanks,
Eric

-----Original Message-----

From: Thompson, Karen K. [<mailto:Karen.Thompson@nlrb.gov>]

Sent: Friday, May 18, 2018 9:30 AM

To: (b) (6), (b) (7)(C) @sutterhealth.org>; Ostrem, Eric <OstremE@sutterhealth.org>

Subject: **[**External**]** Emailing: Screen Shot 2018-05-18 at 9.06.44 AM

WARNING: This email originated outside of the Sutter Health email system!

DO NOT CLICK links if the sender is unknown and never provide your User ID or Password.

(b) (6), (b) (7)(C) and Eric,

I am told by one of the Charging Parties that they receive information from Sutter via My Sutter SMCS portal (see attached screen shot) and not the Valley Area portal where the Notice was posted. Once they were told where it had been posted, the Charging Parties objected that the posting on the Valley Area site was not readily accessible in that it required at least two clicks to find the Notice. In order to fix the issues, I would like Sutter to post the Notice itself on the home pages of the MySutter/SMCS and My Sutter/Valley Area as an image rather than links to the document. Once this has been done, please send me the screen shots of the two pages and I will direct the Charging Parties to log on and access the postings. A new 60-day posting will start when the Notice goes up on the SMCS

portal page.

Please let me know if you have any questions.

Thanks,

Karen K. Thompson, Compliance Officer

NLRB, Region 20

901 Market Street, Suite 400

San Francisco, CA 94103

(628) 221-8875 phone

(415) 356- 5156 fax

Your message is ready to be sent with the following file or link attachments:

Screen Shot 2018-05-18 at 9.06.44 AM

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

From: [Ostrem, Eric](#)
To: [Thompson, Karen K.](#)
Subject: RE: [**External**] Confirmation of 60-Day Posting form attached to letter
Date: Thursday, May 31, 2018 12:28:31 PM
Attachments: [20180531081247736.pdf](#)

Absolutely. I mailed it on Tuesday, so my guess is you will receive it any day now. But in the meantime, here is a scanned copy. Thanks

From: Thompson, Karen K. [mailto:Karen.Thompson@nlrb.gov]
Sent: Thursday, May 31, 2018 9:22 AM
To: Ostrem, Eric <OstremE@sutterhealth.org>
Subject: RE: [**External**] Confirmation of 60-Day Posting form attached to letter

Eric,
I haven't received this in the mail yet. Is it possible to scan and send via email?
Thanks
Karen

From: Ostrem, Eric [<mailto:OstremE@sutterhealth.org>]
Sent: Thursday, May 24, 2018 4:16 PM
To: Thompson, Karen K. <Karen.Thompson@nlrb.gov>
Subject: RE: [**External**] Confirmation of 60-Day Posting form attached to letter

Hi Karen,

I just signed this. Will send it by mail shortly.

Thanks,
Eric

From: Thompson, Karen K. [<mailto:Karen.Thompson@nlrb.gov>]
Sent: Thursday, May 24, 2018 11:06 AM
To: Ostrem, Eric <OstremE@sutterhealth.org>
Subject: [**External**] Confirmation of 60-Day Posting form attached to letter

WARNING: This email originated outside of the Sutter Health email system!
DO NOT CLICK links if the sender is unknown and never provide your User ID or Password.

Eric,
This was addressed to Jay but thought I'd send to you too since we were discussing it in our emails about intranet postings. I'll close the cases as soon as I receive the executed Confirmation of 60-Day Posting form.
Thanks,


CONFIRMATION OF 60-DAY POSTING

Sutter Medical Center, Sacramento

Cases 20-CA-196911, 20-CA-196913, 20-CA-196918,
20-CA-197780, 20-CA-197833

The Notice to Employees provided by the National Labor Relations Board in the above matter remained continuously and conspicuously posted for at least 60 days.

CHARGED PARTY/RESPONDENT

By: ERIC OSTROM 

Title: ASSISTANT GENERAL COUNSEL, SUTTER HEALTH

Date: 5/31/18



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 20
901 Market Street, Suite 400
San Francisco, CA 94103-1738

Agency Website: www.nlrb.gov
Telephone: (415)356-5130
Fax: (415)356-5156

May 31, 2018

Jatinder K. Sharma, Esq.
Sutter Health - Office of The General Counsel
2200 River Plaza Dr
Sacramento, CA 95833-4134

Re: Sutter Medical Center, Sacramento
Cases 20-CA-196911, 20-CA-196913,
20-CA-196918, 20-CA-197780,
and 20-CA-197833

Dear Mr. Sharma:

The above-captioned cases have been closed on compliance. Please note that the closing is conditioned upon continued observance of the informal Settlement Agreement.

Very truly yours,

/s/

DANIEL OWENS
Acting Regional Director

cc:

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Sutter Medical Center, Sacramento
2825 Capitol Avenue
Sacramento, CA 95816-5680

Marie K. Walcek, Legal Counsel
California Nurses Association (CNA)
155 Grand Avenue
Oakland, CA 94612

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE

Case	Date Filed
20-CA-196913	4/14/2017

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Sutter Medical Center, Sacramento		b. Tel. No. (916) 887-0000
d. Address (Street, city, state, and ZIP code) 2825 Capitol Ave. Sacramento, CA 95816		c. Cell No.
e. Employer Representative Dave Cheney, CEO		f. Fax No.
		g. e-Mail cheneydr@sutterhealth.org
		h. Number of workers employed 1900
i. Type of Establishment (factory, mine, wholesaler, etc.) Acute Care Hospital	j. Identify principal product or service Healthcare	

k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (1st subsections) _____ of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

On about (b) (6), (b) (7)(C) 2017, Sutter Medical Center, Sacramento placed me on unpaid administrative leave pending investigation because I engaged in protected concerted activities with other employees concerning our working conditions.

In addition, Sutter Medical Center, Sacramento, told me and gave me a policy prohibiting me from talking to any of my coworkers, or anyone else except Sutter Human Resources, about my unpaid administrative leave investigation.

3. Full name of party filing charge (if labor organization, give full name, including local name and number)

(b) (6), (b) (7)(C)

4a. Address (Street and number, city, state, and ZIP code)

(b) (6), (b) (7)(C)

4b. Tel. No. (b) (6), (b) (7)(C)

4c. Cell No.

4d. Fax No.

4e. e-Mail

(b) (6), (b) (7)(C)

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)

6. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Charge)

(Print type name and title or office, if any)

Tel. No. (b) (6), (b) (7)(C)

Office, if any, Cell No.

Fax No.

e-Mail

(b) (6), (b) (7)(C)

Address

(b) (6), (b) (7)(C)

04/13/2017

(date)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

CA CHARGE ASSIGNMENT SHEET

Support Staff Suse

Date Filed: April 14, 2017			
Assigned to:	<u>Vargas</u> (Supervisor)	<u>Parneil</u> (Agent)	(Agent)
Case Name: Sutter Medical Center, Sacramento			
Case No. <u>20-CA-196213</u>			
IA Category	III	II	I
Target Date	<u>6/30/17</u>		
10(j) potential:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unknown <input type="checkbox"/>
Discharge Organizing Campaign <input type="checkbox"/> (add to Hot Topics)			
Allegations: 8(a)(1)		If this is an 8(a)(3) CA, enter number of Discriminatees	
How was charge received? E-filed <input type="checkbox"/> IO Visit <input type="checkbox"/> Mailed in <input type="checkbox"/> Faxed in <input checked="" type="checkbox"/>			
I/O Assisted? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Inquiry ID	
Bargaining Status (Check one)	Existing Contract <input type="checkbox"/>		Organizing Campaign <input type="checkbox"/> None <input type="checkbox"/>
	Seeking Initial Contract <input type="checkbox"/>		Seeking Succeeding Contract <input type="checkbox"/>
Dispute Location: Sacramento		State: CA 95816	County: Sacramento
Does this case block any other? Yes <input type="checkbox"/> No <input type="checkbox"/>			
Is there a "request to proceed" in the petition(s). <input type="checkbox"/> Enter Petition case number(s)			

CHECK ALL APPROPRIATE ALLEGATION CODES BELOW

Is the Section 8(a)(1) allegation a derivative and may be deleted? Yes ☐ No ☐

8(a)(1)	8(a)(3) continued	8(a)(5) continued
Coercive Actions (Surveillance, etc.)	Lockout	Refusal to Recognize
X Coercive Rules	Refusal to Consider/Hire Applicant (salting only)	Repudiation/Modification of Contract [Sec. 8(d)/Unilateral Changes]
Coercive Statements (Threats, Promises of Benefits, etc.)	Refusal to Reinstate Employee/Striker (e.g., Laidlaw)	Shutdown or Relocate (e.g., First National Maint.). Subcontract Work
X Concerted Activities (Retaliation, Discharge, Discipline)	Retaliatory lawsuit	8(e)
Denial of Access	Shutdown or Relocate/ Subcontract Unit Work	All Allegations against an Employer
Discharge of supervisor (Parker-Robb Chevrolet)	Union Security Related Actions	<div style="border: 1px solid black; padding: 10px; text-align: center;"> <p>Docket for 4/14</p> </div>
Interrogation (including Polling)	8(a)(4)	
Lawsuits ' Weingarten	Changes in Terms & Conditions of Emplt	
8(a)(2)	Discharge (incl Layoff & Refusal to Hire)	
Assistance	Discipline	
Domination	Refusal to Reinstate Employee/Striker	
Unlawful Recognition	Shutdown or Relocate/Subcontract Unit Work	
8(a)(3)	8(a)(5)	
Changes in Terms & Conditions of Emplt	Alter Ego	
Discharge (including Layoff & Refusal to Hire (not salting))	Failure to Sign Agreement	
Discipline	Refusal to Bargain/Bad Faith Bargaining (incl surface bargaining/direct dealing)	
	Refusal to Furnish Information	
	Refusal to Hire Majority	

Is this a Related case? Yes ☒ No ☐ Check here if above case is the main number ☐
 If yes, what is main case number?



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 20
901 Market Street, Suite 400
San Francisco, CA 94103-1738

Agency Website: www.nlr.gov
Telephone: (415)356-5130
Fax: (415)356-5156



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April 17, 2017

DAVE CHENEY, CEO
SUTTER MEDICAL CENTER, SACRAMENTO
2825 CAPITOL AVE
SACRAMENTO, CA 95816-5680

Re: Sutter Medical Center, Sacramento
Case 20-CA-196913

Dear Mr. CHENEY:

Enclosed is a copy of a charge that has been filed in this case. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

Investigator: This charge is being investigated by Field Examiner JANAY M. PARNELL whose telephone number is (415)356-5159. If this Board agent is not available, you may contact Supervisory Field Examiner OLIVIA VARGAS whose telephone number is (628)221-8876.

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing Form NLRB-4701, Notice of Appearance. This form is available on our website, www.nlr.gov, or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

Presentation of Your Evidence: We seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations set forth in the charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly.

Full and complete cooperation includes providing witnesses to give sworn affidavits to a Board agent, and providing all relevant documentary evidence requested by the Board

agent. Sending us your written account of the facts and a statement of your position is not enough to be considered full and complete cooperation. A refusal to fully cooperate during the investigation might cause a case to be litigated unnecessarily.

In addition, either you or your representative must complete the enclosed Commerce Questionnaire to enable us to determine whether the NLRB has jurisdiction over this dispute. If you recently submitted this information in another case, or if you need assistance completing the form, please contact the Board agent.

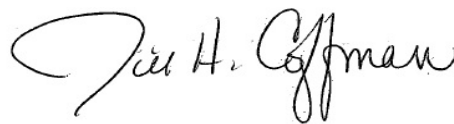
We will not honor any request to place limitations on our use of position statements or evidence beyond those prescribed by the Freedom of Information Act and the Federal Records Act. Thus, we will not honor any claim of confidentiality except as provided by Exemption 4 of FOIA, 5 U.S.C. Sec. 552(b)(4), and any material you submit may be introduced as evidence at any hearing before an administrative law judge. We are also required by the Federal Records Act to keep copies of documents gathered in our investigation for some years after a case closes. Further, the Freedom of Information Act may require that we disclose such records in closed cases upon request, unless there is an applicable exemption. Examples of those exemptions are those that protect confidential financial information or personal privacy interests.

Procedures: We strongly urge everyone to submit all documents and other materials by E-Filing (not e-mailing) through our website, www.nlr.gov. However, the Agency will continue to accept timely filed paper documents. Please include the case name and number indicated above on all your correspondence regarding the charge.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, www.nlr.gov or from an NLRB office upon your request. NLRB Form 4541 offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

A handwritten signature in black ink, appearing to read "Jill H. Coffman", written in a cursive style.

JILL H. COFFMAN
Regional Director

Enclosures:

1. Copy of Charge
2. Commerce Questionnaire

QUESTIONNAIRE ON COMMERCE INFORMATION

Please read carefully, answer all applicable items, and return to the NLRB Office. If additional space is required, please add a page and identify item number.

CASE NAME

CASE NUMBER

20-CA-196913

1. EXACT LEGAL TITLE OF ENTITY (As filed with State and/or stated in legal documents forming entity)**2. TYPE OF ENTITY**☐ CORPORATION ☐ LLC ☐ LLP ☐ PARTNERSHIP ☐ SOLE PROPRIETORSHIP ☐ OTHER (Specify)**3. IF A CORPORATION or LLC**A. STATE OF INCORPORATION
OR FORMATION

B. NAME, ADDRESS, AND RELATIONSHIP (e.g. parent, subsidiary) OF ALL RELATED ENTITIES

4. IF AN LLC OR ANY TYPE OF PARTNERSHIP, FULL NAME AND ADDRESS OF ALL MEMBERS OR PARTNERS**5. IF A SOLE PROPRIETORSHIP, FULL NAME AND ADDRESS OF PROPRIETOR****6. BRIEFLY DESCRIBE THE NATURE OF YOUR OPERATIONS (Products handled or manufactured, or nature of services performed).****7. A. PRINCIPAL LOCATION:****B. BRANCH LOCATIONS:****8. NUMBER OF PEOPLE PRESENTLY EMPLOYED**

A. Total:

B. At the address involved in this matter:

9. DURING THE MOST RECENT (Check appropriate box): ☐ CALENDAR YR ☐ 12 MONTHS or ☐ FISCAL YR (FY dates)

YES NO

A. Did you **provide services** valued in excess of \$50,000 directly to customers outside your State? If no, indicate actual value.
\$B. If you answered no to 9A, did you **provide services** valued in excess of \$50,000 to customers in your State who purchased goods valued in excess of \$50,000 from directly outside your State? If no, indicate the value of any such services you provided.
\$C. If you answered no to 9A and 9B, did you **provide services** valued in excess of \$50,000 to public utilities, transit systems, newspapers, health care institutions, broadcasting stations, commercial buildings, educational institutions, or retail concerns? If less than \$50,000, indicate amount. \$D. Did you **sell goods** valued in excess of \$50,000 directly to customers located outside your State? If less than \$50,000, indicate amount. \$E. If you answered no to 9D, did you **sell goods** valued in excess of \$50,000 directly to customers located inside your State who purchased other goods valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount.
\$F. Did you **purchase and receive goods** valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount. \$G. Did you **purchase and receive goods** valued in excess of \$50,000 from enterprises who received the goods directly from points outside your State? If less than \$50,000, indicate amount. \$H. **Gross Revenues** from all sales or performance of services (Check the largest amount)☐ \$100,000 ☐ \$250,000 ☐ \$500,000 ☐ \$1,000,000 or more If less than \$100,000, indicate amount.I. Did you **begin operations within the last 12 months?** If yes, specify date: _____**10. ARE YOU A MEMBER OF AN ASSOCIATION OR OTHER EMPLOYER GROUP THAT ENGAGES IN COLLECTIVE BARGAINING?**☐ YES ☐ NO (If yes, name and address of association or group).**11. REPRESENTATIVE BEST QUALIFIED TO GIVE FURTHER INFORMATION ABOUT YOUR OPERATIONS**

NAME

TITLE

E-MAIL ADDRESS

TEL. NUMBER

12. AUTHORIZED REPRESENTATIVE COMPLETING THIS QUESTIONNAIRE

NAME AND TITLE (Type or Print)

SIGNATURE

E-MAIL ADDRESS

DATE

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary. However, failure to supply the information may cause the NLRB to refuse to process any further a representation or unfair labor practice case, or may cause the NLRB to issue you a subpoena and seek enforcement of the subpoena in federal court.

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

SUTTER MEDICAL CENTER, SACRAMENTO

Charged Party

and

(b) (6), (b) (7)(C)

Charging Party

Case 20-CA-196913

AFFIDAVIT OF SERVICE OF CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, state under oath that on April 17, 2017, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

DAVE CHENEY, CEO
SUTTER MEDICAL CENTER,
SACRAMENTO
2825 CAPITOL AVE
SACRAMENTO, CA 95816-5680

April 17, 2017

Date

Susie Louie, Designated Agent of NLRB

Name

/s/ Susie Louie

Signature



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 20
901 Market Street, Suite 400
San Francisco, CA 94103-1738

Agency Website: www.nlr.gov
Telephone: (415)356-5130
Fax: (415)356-5156



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April 17, 2017

(b) (6), (b) (7)(C)

Re: Sutter Medical Center, Sacramento
Case 20-CA-196913

Dear (b) (6), (b) (7)(C):

The charge that you filed in this case on April 14, 2017 has been docketed as case number 20-CA-196913. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

Investigator: This charge is being investigated by Field Examiner JANAY M. PARNELL whose telephone number is (415)356-5159. If this Board agent is not available, you may contact Supervisory Field Examiner OLIVIA VARGAS whose telephone number is (628)221-8876.

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing *Form NLRB-4701, Notice of Appearance*. This form is available on our website, www.nlr.gov, or at the Regional office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

Presentation of Your Evidence: As the party who filed the charge in this case, it is your responsibility to meet with the Board agent to provide a sworn affidavit, or provide other witnesses to provide sworn affidavits, and to provide relevant documents within your possession. Because we seek to resolve labor disputes promptly, you should be ready to promptly present your affidavit(s) and other evidence. If you have not yet scheduled a date and time for the Board agent to take your affidavit, please contact the Board agent to schedule the affidavit(s). If you fail to cooperate in promptly presenting your evidence, your charge may be dismissed without investigation.

Procedures: We strongly urge everyone to submit all documents and other materials by E-Filing (not e-mailing) through our website www.nlr.gov. However, the Agency will continue to accept timely filed paper documents. Please include the case name and number indicated above on all your correspondence regarding the charge.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website www.nlr.gov or from the Regional Office upon your request. *NLRB Form 4541, Investigative Procedures* offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

A handwritten signature in black ink, appearing to read "Jill H. Coffman". The signature is fluid and cursive, with the first name "Jill" and last name "Coffman" clearly distinguishable.

JILL H. COFFMAN
Regional Director

NATIONAL LABOR RELATIONS BOARD

NOTICE OF APPEARANCE

SUTTER VALLEY HOSPITALS dba SUTTER
MEDICAL CENTER, SACRAMENTO,

and Employer,

CASE 20-CA-196913

(b) (6), (b) (7)(C)

Charging Party.

☒ REGIONAL DIRECTOR

☐ EXECUTIVE SECRETARY
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

☐ GENERAL COUNSEL
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

THE UNDERSIGNED HEREBY ENTERS APPEARANCE AS REPRESENTATIVE OF _____
Sutter Valley Hospitals dba Sutter Medical Center, Sacramento

IN THE ABOVE-CAPTIONED MATTER.

CHECK THE APPROPRIATE BOX(ES) BELOW:

☒ REPRESENTATIVE IS AN ATTORNEY

☒ IF REPRESENTATIVE IS AN ATTORNEY, IN ORDER TO ENSURE THAT THE PARTY MAY RECEIVE COPIES OF CERTAIN DOCUMENTS OR CORRESPONDENCE FROM THE AGENCY IN ADDITION TO THOSE DESCRIBED BELOW, THIS BOX MUST BE CHECKED. IF THIS BOX IS NOT CHECKED, THE PARTY WILL RECEIVE ONLY COPIES OF CERTAIN DOCUMENTS SUCH AS CHARGES, PETITIONS AND FORMAL DOCUMENTS AS DESCRIBED IN SEC. 11842.3 OF THE CASEHANDLING MANUAL.

(REPRESENTATIVE INFORMATION)

NAME: Jatinder K. Sharma, Esq.

MAILING ADDRESS: Sutter Health -- Office of the General Counsel
2200 River Plaza Drive, Sacramento, CA 95833

E-MAIL ADDRESS: SharmaJ1@Sutterhealth.org

OFFICE TELEPHONE NUMBER: (916) 286-6746

CELL PHONE NUMBER: _____ FAX: (916) 286-6577

SIGNATURE: _____

(Please sign in ink.) 5/1/17

DATE: _____

¹ IF CASE IS PENDING IN WASHINGTON AND NOTICE OF APPEARANCE IS SENT TO THE GENERAL COUNSEL OR THE EXECUTIVE SECRETARY, A COPY SHOULD BE SENT TO THE REGIONAL DIRECTOR OF THE REGION IN WHICH THE CASE WAS FILED SO THAT THOSE RECORDS WILL REFLECT THE APPEARANCE.



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 20
901 Market Street, Suite 400
San Francisco, CA 94103-1738

Agency Website: www.nlr.gov
Telephone: (415)356-5130
Fax: (415)356-5156

June 29, 2017

(b) (6), (b) (7)(C)

Re: Sutter Medical Center, Sacramento
Case 20-CA-196913

Dear (b) (6), (b) (7)(C):

We have carefully investigated and considered your charge that Sutter Medical Center, Sacramento has violated the National Labor Relations Act.

Decision to Partially Dismiss: Based on that investigation, I am dismissing the allegation in your charge that the Employer violated Section 8(a)(1) of the Act by placing you on administrative leave in retaliation for your protected concerted activities because there is insufficient evidence to establish a violation of the Act.

The remaining allegation that the Employer violated Section 8(a)(1) of the Act by prohibiting you from discussing workplace investigations with your coworkers remains subject to further processing.

Your Right to Appeal: You may appeal my decision to the General Counsel of the National Labor Relations Board, through the Office of Appeals.

Means of Filing: An appeal may be filed electronically, by mail, by delivery service, or hand-delivered. To file electronically using the Agency's e-filing system, go to our website at www.nlr.gov and:

- 1) Click on E-File Documents;
- 2) Enter the NLRB Case Number; and,
- 3) Follow the detailed instructions.

Electronic filing is preferred, but you also may use the enclosed Appeal Form, which is also available at www.nlr.gov. You are encouraged to also submit a complete statement of the facts and reasons why you believe my decision was incorrect. To file an appeal by mail or delivery service, address the appeal to the **General Counsel at the National Labor Relations Board, Attn: Office of Appeals, 1015 Half Street SE, Washington, DC 20570-0001**. Unless filed electronically, a copy of the appeal should also be sent to me.

The appeal MAY NOT be filed by fax or email. The Office of Appeals will not process faxed or emailed appeals.

Appeal Due Date: The appeal is due on **July 13, 2017**. If the appeal is filed electronically, the transmission of the entire document through the Agency's website must be completed **no later than 11:59 p.m. Eastern Time** on the due date. If filing by mail or by delivery service an appeal will be found to be timely filed if it is postmarked or given to a delivery service no later than July 12, 2017. **If an appeal is postmarked or given to a delivery service on the due date, it will be rejected as untimely.** If hand delivered, an appeal must be received by the General Counsel in Washington D.C. by 5:00 p.m. Eastern Time on the appeal due date. If an appeal is not submitted in accordance with this paragraph, it will be rejected.

Extension of Time to File Appeal: The General Counsel may allow additional time to file the appeal if the Charging Party provides a good reason for doing so and the request for an extension of time is **received on or before July 13, 2017**. The request may be filed electronically through the *E-File Documents* link on our website www.nlr.gov, by fax to (202)273-4283, by mail, or by delivery service. The General Counsel will not consider any request for an extension of time to file an appeal received after July 13, 2017, **even if it is postmarked or given to the delivery service before the due date**. Unless filed electronically, a copy of the extension of time should also be sent to me.

Confidentiality: We will not honor any claim of confidentiality or privilege or any limitations on our use of appeal statements or supporting evidence beyond those prescribed by the Federal Records Act and the Freedom of Information Act (FOIA). Thus, we may disclose an appeal statement to a party upon request during the processing of the appeal. If the appeal is successful, any statement or material submitted with the appeal may be introduced as evidence at a hearing before an administrative law judge. Because the Federal Records Act requires us to keep copies of case handling documents for some years after a case closes, we may be required by the FOIA to disclose those documents absent an applicable exemption such as those that protect confidential sources, commercial/financial information, or personal privacy interests.

Very truly yours,

/s/

DANIEL J. OWENS
Acting Regional Director

Enclosure

cc: DAVE CHENEY, CEO
SUTTER MEDICAL CENTER, SACRAMENTO
2825 CAPITOL AVE
SACRAMENTO, CA 95816-5680

JATINDER K. SHARMA, ESQ.
SUTTER HEALTH - OFFICE OF THE GENERAL COUNSEL
2200 RIVER PLAZA DR
SACRAMENTO, CA 95833-4134

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

APPEAL FORM

To: General Counsel
Attn: Office of Appeals
National Labor Relations Board
1015 Half Street SE
Washington, DC 20570-0001

Date:

Please be advised that an appeal is hereby taken to the General Counsel of the National Labor Relations Board from the action of the Regional Director in refusing to issue a complaint on the charge in

Case Name(s).

Case No(s). *(If more than one case number, include all case numbers in which appeal is taken.)*

(Signature)

PROOF OF SERVICE

The undersigned hereby declares under penalty of perjury that I am a citizen of the United States, over the age of eighteen years; that my address is (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

On the date below, I served a true copy of the following document:

APPEAL FORM (20-CA-196913)

Via Electronic Mail addressed as follows:

Jatinder K. Sharma
Sutter Health, Office of the General Counsel
2200 River Plaza Dr.
Sacramento, CA 95833
E-mail: SharmaJ1@sutterhealth.org

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DATED: July 13, 2017

(b) (6), (b) (7)(C)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

APPEAL FORM

To: General Counsel
Attn: Office of Appeals
National Labor Relations Board
1015 Half Street SE
Washington, DC 20570-0001

Date: 07/13/17

Please be advised that an appeal is hereby taken to the General Counsel of the National Labor Relations Board from the action of the Regional Director in refusing to issue a complaint on the charge in

Sutter Medical Center, Sacramento

Case Name(s).

20-CA-196913

Case No(s). *(If more than one case number, include all case numbers in which appeal is taken.)*

(b) (6), (b) (7)(C)

(Signature)

(b) (6), (b) (7)(C)



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
OFFICE OF THE GENERAL COUNSEL
Washington, DC 20570

July 14, 2017

(b) (6), (b) (7)(C)

Re: Sutter Medical Center, Sacramento
Case 20-CA-196913

Dear (b) (6), (b) (7)(C):

We have received your appeal and accompanying material. We will assign it for processing in accordance with Agency procedures, which include review of the investigatory file and your appeal in light of current Board law. We will notify you and all other involved parties as soon as possible of our decision.

Sincerely,

Richard F. Griffin, Jr.
General Counsel

A handwritten signature in black ink that reads "Mark E. Arbesfeld".

By:

Mark E. Arbesfeld, Acting Director
Office of Appeals

cc: JILL H. COFFMAN
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS
BOARD
901 MARKET ST STE 400
SAN FRANCISCO, CA 94103-1738

DAVE CHENEY, CEO
SUTTER MEDICAL CENTER,
SACRAMENTO
2825 CAPITOL AVE
SACRAMENTO, CA 95816-5680

JATINDER K. SHARMA, ESQ.
SUTTER HEALTH - OFFICE OF THE
GENERAL COUNSEL
2200 RIVER PLAZA DR
SACRAMENTO, CA 95833-4134

kh

From: [Parnell, Janay](#)
To: (b) (6), (b) (7)(C)
Subject: RE: Sutter Medical Center, Sacramento, Cases 20-CA-196911, 20-CA-196913, 20-CA-196918, 20-CA-197780, 20-CA-197833
Date: Thursday, July 27, 2017 12:00:00 PM

Okay. Thank you for letting me know.

Janay Parnell
Field Examiner - Sacramento Resident Agent
National Labor Relations Board
901 Market Street, Suite 400
San Francisco, CA 94103

Phone: (202) 406-0912
Fax: (415) 356-5156

From: (b) (6), (b) (7)(C) [mailto:(b) (6), (b) (7)(C)]
Sent: Wednesday, July 26, 2017 10:03 PM
To: Parnell, Janay <Janay.Parnell@nrlrb.gov>
Subject: Re: Sutter Medical Center, Sacramento, Cases 20-CA-196911, 20-CA-196913, 20-CA-196918, 20-CA-197780, 20-CA-197833

Dear Ms. Parnell,

I am writing to let you know that I will not be signing the proposed Settlement Agreement regarding the charges to which the Region found merit. I do not wish to enter into any Settlement Agreement while the charges concerning my discipline are on appeal and are being reconsidered by the Region. If this does ultimately go to a hearing, I would wish for the Judge to have evidence of all of

Sutter's misconduct in front of her. Thank you for your understanding.

Sincerely,

(b) (6), (b) (7)(C)

Sent from my iPhone

On Jul 20, 2017, at 3:55 PM, Parnell, Janay <Janay.Parnell@nlrb.gov> wrote:

(b) (6), (b) (7)(C)

Attached is an informal settlement agreement in this matter that Sutter has agreed to sign. This settlement agreement appears to remedy the violations established by our investigation and to comport with the remedial provisions of Board orders in cases involving such violations. Please let me know immediately if you would like to propose any changes to the settlement agreement.

If you wish to join in the settlement, then please sign and return the settlement agreement to this office by the close of business on Thursday, July 27th. If you decide not to join in this settlement, your objections to the settlement agreement and any supporting arguments should be submitted in writing to me by Thursday, July 27th. Your objections and arguments will be carefully considered before a final determination is made whether to approve the settlement agreement. If you fail to enter the settlement agreement or to submit objections by Thursday, July 27th, then the Region will approve the settlement agreement on Friday, July 28th.

Sincerely,
Janay

Janay Parnell
Field Examiner - Sacramento Resident Agent
National Labor Relations Board
901 Market Street, Suite 400
San Francisco, CA 94103

Phone: (202) 406-0912
Fax: (415) 356-5156

CONFIDENTIALITY NOTICE:
OFFICIAL GOVERNMENT BUSINESS

THIS COMMUNICATION IS INTENDED FOR THE SOLE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THIS COMMUNICATION IS NOT THE INTENDED RECIPIENT OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION, OR COPYING OF THIS COMMUNICATION MAY BE STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY ME IMMEDIATELY BY TELEPHONE CALL, AND RETURN COMMUNICATION TO ME AT THE ADDRESS ABOVE VIA UNITED STATES POSTAL SERVICE. THANK YOU.

<SET.20-CA-196911.CA case informal settlement agreement. final.pdf>

July 31, 2017

Richard F. Griffin, Jr., General Counsel
Office of Appeals
National Labor Relations Board
1015 Half Street SE
Washington, DC 20570-0001

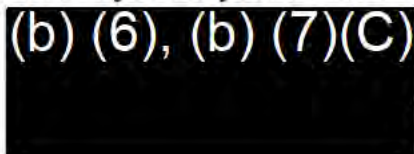
Re: *Sutter Medical Center, Sacramento*
Case 20-CA-196913

Dear Mr. Griffin,

I am writing to join, incorporate by reference, as if fully set forth herein, and adopt as my own, the Position Statement in support of the Appeal and Motion for Reconsideration filed by the California Nurses Association (CNA) on July 18, 2017, in Case 20-CA-197833. CNA's case is closely related to my own and its July 18, 2017 Position Statement supports the basis of my own Appeal and Motion for Reconsideration in Case 20-CA-196913. CNA has informed me that its above-referenced July 18, 2017 Position Statement has already been filed with the NLRB's Office of Appeals, so no duplicate is attached.

Thank you for your consideration.

(b) (6), (b) (7)(C)

A large black rectangular redaction box covers the signature area. A horizontal line extends from the right side of the box.



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
OFFICE OF THE GENERAL COUNSEL
Washington, DC 20570

February 7, 2018

(b) (6), (b) (7)(C)

Re: Sutter Medical Center, Sacramento
Case 20-CA-196913

Dear (b) (6), (b) (7)(C):

Your appeal from the Acting Regional Director's partial refusal to issue complaint has been carefully considered. The appeal is denied.

The Regional Office investigation disclosed insufficient evidence to establish that the Employer violated the National Labor Relations Act (Act) by placing you on administrative leave in retaliation for your protected concerted activities. Rather, the Employer conducted a good-faith investigation into the matter and there was nothing to suggest the investigation was improper or that the Employer relied upon any inappropriate evidence in reaching its decision to place you on administrative leave. Accordingly, your appeal is denied and further proceedings on this portion of the charge are unwarranted.

The remaining allegation that the Employer violated Section 8(a)(1) of the Act by prohibiting you from discussing workplace investigations with your coworkers remains subject to further processing.

Sincerely,

Peter Barr Robb
General Counsel

By:

Mark E. Arbesfeld, Director
Office of Appeals

cc: JILL H. COFFMAN
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS
BOARD
901 MARKET ST STE 400
SAN FRANCISCO, CA 94103-1738

JATINDER K. SHARMA, ESQ.
SUTTER HEALTH - OFFICE OF THE
GENERAL COUNSEL
2200 RIVER PLAZA DR
SACRAMENTO, CA 95833-4134

(b) (6), (b) (7)(C)
SUTTER MEDICAL CENTER,
SACRAMENTO
2825 CAPITOL AVE
SACRAMENTO, CA 95816-5680

kh

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

FORM EXEMPT UNDER 44 U.S.C. 3512

DO NOT WRITE IN THIS SPACE

Case	Date Filed
20-CA-196918	4/14/2017

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Sutter Medical Center, Sacramento		b. Tel. No. (916) 887-0000
		c. Cell No.
		f. Fax No.
d. Address (Street, city, state, and ZIP code) 2825 Capitol Ave. Sacramento, CA 95816	e. Employer Representative Dave Cheney, CEO	g. e-Mail cheneydr@sutterhealth.org
		h. Number of workers employed 1900
i. Type of Establishment (factory, mine, wholesaler, etc.) Acute Care Hospital	j. Identify principal product or service Healthcare	

k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

On about (b) (6), (b) (7)(C) 2017, Sutter Medical Center, Sacramento placed me on unpaid administrative leave pending investigation because I engaged in protected concerted activities with other employees concerning our working conditions.

In addition, Sutter Medical Center, Sacramento, told me and gave me a policy prohibiting me from talking to any of my coworkers, or anyone else except (b) (6), (b) (7)(C) or Sutter Human Resources, about my unpaid administrative leave investigation.

3. Full name of entity filing charge (If labor organization, give full name, including local name and number)

(b) (6), (b) (7)(C)

4a. Address (Street and number, city, state, and ZIP code) (b) (6), (b) (7)(C)	4b. Tel. No. (b) (6), (b) (7)(C)
	4c. Cell No.
	4d. Fax No.
	4e. e-Mail (b) (6), (b) (7)(C)

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)

(b) (6), (b) (7)(C) A DECLARATION statements are true to the best of my knowledge and belief.		Tel. No. (b) (6), (b) (7)(C)
(b) (6), (b) (7)(C) (Print type name and title or office, if any)		Office, if any, Cell No.
		Fax No.
Address (b) (6), (b) (7)(C)		e-Mail (b) (6), (b) (7)(C)
04/13/2017 (date)		

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1601)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

CA CHARGE ASSIGNMENT SHEET

Support Staff Susie

Date Filed: April 14, 2017			
Assigned to:	<u>Vargas</u> (Supervisor)	<u>Parnell</u> (Agent)	(Agent)
Case Name: Sutter Medical Center, Sacramento			
Case No. <u>20-CA-196918</u>			
IA Category	III	II	I
Target Date	<u>6/30/17</u>		
10(j) potential:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unknown <input type="checkbox"/>
Discharge Organizing Campaign <input type="checkbox"/> (add to Hot Topics)			
Allegations: <u>8(a)(1)</u>		If this is an 8(a)(3) CA, enter number of Discriminatees	
How was charge received? E-filed <input type="checkbox"/> IO Visit <input type="checkbox"/> Mailed in <input type="checkbox"/> Faxed in <input checked="" type="checkbox"/>			
I/O Assisted? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Inquiry ID	
Bargaining Status (Check one)	Existing Contract <input type="checkbox"/>		Organizing Campaign <input type="checkbox"/> None <input type="checkbox"/>
	Seeking Initial Contract <input type="checkbox"/>		Seeking Succeeding Contract <input type="checkbox"/>
Dispute Location: Sacramento		State: CA 95816	County: Sacramento
Does this case block any other? Yes <input type="checkbox"/> No <input type="checkbox"/>			
Is there a "request to proceed" in the petition(s). <input type="checkbox"/> Enter Petition case number(s)			

CHECK ALL APPROPRIATE ALLEGATION CODES BELOW

Is the Section 8(a)(1) allegation a derivative and may be deleted? Yes ☐ No ☐

8(a)(1)	8(a)(3) continued	8(a)(5) continued
Coercive Actions (Surveillance, etc.)	Lockout	Refusal to Recognize
X Coercive Rules	Refusal to Consider/Hire Applicant (salting only)	Repudiation/Modification of Contract [Sec. 8(d)/Unilateral Changes]
Coercive Statements (Threats, Promises of Benefits, etc.)	Refusal to Reinstate Employee/Striker (e.g., Laidlaw)	Shutdown or Relocate (e.g., First National Maint.) Subcontract Work
X Concerted Activities (Retaliation, Discharge, Discipline)	Retaliatory lawsuit	8(e)
	Shutdown or Relocate/ Subcontract Unit Work	All Allegations against an Employer
Denial of Access	Union Security Related Actions	<div style="border: 1px solid black; padding: 10px; text-align: center;"> <p>Docket for 4/14</p> </div>
Discharge of supervisor (Parker-Robb Chevrolet)	8(a)(4)	
	Changes in Terms & Conditions of Emplt	
Interrogation (including Polling)	Discharge (incl Layoff & Refusal to Hire)	
Lawsuits	Discipline	
Weingarten	Refusal to Reinstate Employee/Striker	
8(a)(2)	Shutdown or Relocate/Subcontract Unit Work	
Assistance	8(a)(5)	
Domination	Alter Ego	
Unlawful Recognition	Failure to Sign Agreement	
8(a)(3)	Refusal to Bargain/Bad Faith Bargaining (incl surface bargaining/direct dealing)	
Changes in Terms & Conditions of Emplt		
Discharge (including Layoff & Refusal to Hire (not salting))	Refusal to Furnish Information	
Discipline	Refusal to Hire Majority	

Is this a Related case? Yes ☒ No ☐ Check here if above case is the main number ☐

If yes, what is main case number?



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 20
901 Market Street, Suite 400
San Francisco, CA 94103-1738

Agency Website: www.nlr.gov
Telephone: (415)356-5130
Fax: (415)356-5156



Download
NLRB
Mobile App

April 17, 2017

DAVE CHENEY, CEO
SUTTER MEDICAL CENTER, SACRAMENTO
2825 CAPITOL AVE
SACRAMENTO, CA 95816-5680

Re: Sutter Medical Center, Sacramento
Case 20-CA-196918

Dear Mr. CHENEY:

Enclosed is a copy of a charge that has been filed in this case. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

Investigator: This charge is being investigated by Field Examiner JANAY M. PARNELL whose telephone number is (415)356-5159. If this Board agent is not available, you may contact Supervisory Field Examiner OLIVIA VARGAS whose telephone number is (628)221-8876.

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing Form NLRB-4701, Notice of Appearance. This form is available on our website, www.nlr.gov, or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

Presentation of Your Evidence: We seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations set forth in the charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly.

Full and complete cooperation includes providing witnesses to give sworn affidavits to a Board agent, and providing all relevant documentary evidence requested by the Board

agent. Sending us your written account of the facts and a statement of your position is not enough to be considered full and complete cooperation. A refusal to fully cooperate during the investigation might cause a case to be litigated unnecessarily.

In addition, either you or your representative must complete the enclosed Commerce Questionnaire to enable us to determine whether the NLRB has jurisdiction over this dispute. If you recently submitted this information in another case, or if you need assistance completing the form, please contact the Board agent.

We will not honor any request to place limitations on our use of position statements or evidence beyond those prescribed by the Freedom of Information Act and the Federal Records Act. Thus, we will not honor any claim of confidentiality except as provided by Exemption 4 of FOIA, 5 U.S.C. Sec. 552(b)(4), and any material you submit may be introduced as evidence at any hearing before an administrative law judge. We are also required by the Federal Records Act to keep copies of documents gathered in our investigation for some years after a case closes. Further, the Freedom of Information Act may require that we disclose such records in closed cases upon request, unless there is an applicable exemption. Examples of those exemptions are those that protect confidential financial information or personal privacy interests.

Procedures: We strongly urge everyone to submit all documents and other materials by E-Filing (not e-mailing) through our website, www.nlr.gov. However, the Agency will continue to accept timely filed paper documents. Please include the case name and number indicated above on all your correspondence regarding the charge.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, www.nlr.gov or from an NLRB office upon your request. NLRB Form 4541 offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

A handwritten signature in black ink, appearing to read "Jill H. Coffman". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

JILL H. COFFMAN
Regional Director

Enclosures:

1. Copy of Charge
2. Commerce Questionnaire

QUESTIONNAIRE ON COMMERCE INFORMATION

Please read carefully, answer all applicable items, and return to the NLRB Office. If additional space is required, please add a page and identify item number.

CASE NAME

CASE NUMBER

20-CA-196918

1. EXACT LEGAL TITLE OF ENTITY (As filed with State and/or stated in legal documents forming entity)**2. TYPE OF ENTITY**☐ CORPORATION ☐ LLC ☐ LLP ☐ PARTNERSHIP ☐ SOLE PROPRIETORSHIP ☐ OTHER (Specify)**3. IF A CORPORATION or LLC**A. STATE OF INCORPORATION
OR FORMATION

B. NAME, ADDRESS, AND RELATIONSHIP (e.g. parent, subsidiary) OF ALL RELATED ENTITIES

4. IF AN LLC OR ANY TYPE OF PARTNERSHIP, FULL NAME AND ADDRESS OF ALL MEMBERS OR PARTNERS**5. IF A SOLE PROPRIETORSHIP, FULL NAME AND ADDRESS OF PROPRIETOR****6. BRIEFLY DESCRIBE THE NATURE OF YOUR OPERATIONS (Products handled or manufactured, or nature of services performed).****7. A. PRINCIPAL LOCATION:****B. BRANCH LOCATIONS:****8. NUMBER OF PEOPLE PRESENTLY EMPLOYED**

A. Total:

B. At the address involved in this matter:

9. DURING THE MOST RECENT (Check appropriate box): ☐ CALENDAR YR ☐ 12 MONTHS or ☐ FISCAL YR (FY dates)

YES NO

A. Did you **provide services** valued in excess of \$50,000 directly to customers outside your State? If no, indicate actual value.
\$B. If you answered no to 9A, did you **provide services** valued in excess of \$50,000 to customers in your State who purchased goods valued in excess of \$50,000 from directly outside your State? If no, indicate the value of any such services you provided.
\$C. If you answered no to 9A and 9B, did you **provide services** valued in excess of \$50,000 to public utilities, transit systems, newspapers, health care institutions, broadcasting stations, commercial buildings, educational institutions, or retail concerns? If less than \$50,000, indicate amount. \$D. Did you **sell goods** valued in excess of \$50,000 directly to customers located outside your State? If less than \$50,000, indicate amount. \$E. If you answered no to 9D, did you **sell goods** valued in excess of \$50,000 directly to customers located inside your State who purchased other goods valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount.
\$F. Did you **purchase and receive goods** valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount. \$G. Did you **purchase and receive goods** valued in excess of \$50,000 from enterprises who received the goods directly from points outside your State? If less than \$50,000, indicate amount. \$**H. Gross Revenues from all sales or performance of services (Check the largest amount)**☐ \$100,000 ☐ \$250,000 ☐ \$500,000 ☐ \$1,000,000 or more If less than \$100,000, indicate amount.I. Did you **begin operations within the last 12 months?** If yes, specify date: _____**10. ARE YOU A MEMBER OF AN ASSOCIATION OR OTHER EMPLOYER GROUP THAT ENGAGES IN COLLECTIVE BARGAINING?**☐ YES ☐ NO (If yes, name and address of association or group).**11. REPRESENTATIVE BEST QUALIFIED TO GIVE FURTHER INFORMATION ABOUT YOUR OPERATIONS**

NAME

TITLE

E-MAIL ADDRESS

TEL. NUMBER

12. AUTHORIZED REPRESENTATIVE COMPLETING THIS QUESTIONNAIRE

NAME AND TITLE (Type or Print)

SIGNATURE

E-MAIL ADDRESS

DATE

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary. However, failure to supply the information may cause the NLRB to refuse to process any further a representation or unfair labor practice case, or may cause the NLRB to issue you a subpoena and seek enforcement of the subpoena in federal court.

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

SUTTER MEDICAL CENTER, SACRAMENTO

Charged Party

and

(b) (6), (b) (7)(C)

Charging Party

Case 20-CA-196918

AFFIDAVIT OF SERVICE OF CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, state under oath that on April 17, 2017, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

DAVE CHENEY, CEO
SUTTER MEDICAL CENTER,
SACRAMENTO
2825 CAPITOL AVE
SACRAMENTO, CA 95816-5680

April 17, 2017

Date

Susie Louie, Designated Agent of NLRB

Name

/s/ Susie Louie

Signature



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 20
901 Market Street, Suite 400
San Francisco, CA 94103-1738

Agency Website: www.nlr.gov
Telephone: (415)356-5130
Fax: (415)356-5156



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April 17, 2017

(b) (6), (b) (7)(C)

Re: Sutter Medical Center, Sacramento
Case 20-CA-196918

Dear (b) (6), (b) (7)(C):

The charge that you filed in this case on April 14, 2017 has been docketed as case number 20-CA-196918. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

Investigator: This charge is being investigated by Field Examiner JANAY M. PARNELL whose telephone number is (415)356-5159. If this Board agent is not available, you may contact Supervisory Field Examiner OLIVIA VARGAS whose telephone number is (628)221-8876.

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing *Form NLRB-4701, Notice of Appearance*. This form is available on our website, www.nlr.gov, or at the Regional office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

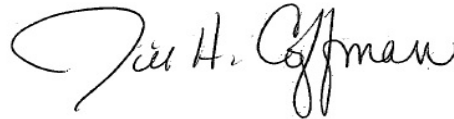
Presentation of Your Evidence: As the party who filed the charge in this case, it is your responsibility to meet with the Board agent to provide a sworn affidavit, or provide other witnesses to provide sworn affidavits, and to provide relevant documents within your possession. Because we seek to resolve labor disputes promptly, you should be ready to promptly present your affidavit(s) and other evidence. If you have not yet scheduled a date and time for the Board agent to take your affidavit, please contact the Board agent to schedule the affidavit(s). If you fail to cooperate in promptly presenting your evidence, your charge may be dismissed without investigation.

Procedures: We strongly urge everyone to submit all documents and other materials by E-Filing (not e-mailing) through our website www.nlr.gov. However, the Agency will continue to accept timely filed paper documents. Please include the case name and number indicated above on all your correspondence regarding the charge.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website www.nlr.gov or from the Regional Office upon your request. *NLRB Form 4541, Investigative Procedures* offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

A handwritten signature in black ink, appearing to read "Jill H. Coffman". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

JILL H. COFFMAN
Regional Director

From: [Parnell, Janay](#)
To: (b) (6), (b) (7)(C)
Subject: RE: (b) (6), (b) (7)(C)
Date: Friday, April 28, 2017 5:04:00 PM

Thank you

Janay Parnell
Field Examiner - Sacramento Resident Agent
National Labor Relations Board
901 Market Street, Suite 400
San Francisco, CA 94103

Phone: (202) 406-0912
Fax: (415) 356-5156

-----Original Message-----

From: (b) (6), (b) (7)(C) [[mailto:\(b\) \(6\), \(b\) \(7\)\(C\)](#)]
Sent: Friday, April 28, 2017 2:04 PM
To: Parnell, Janay <Janay.Parnell@nlrb.gov>
Subject: (b) (6), (b) (7)(C)

Hi Janay,

Thank you very much for taking all of that time with me. I'm emailing the information you asked for.

(b) (6), (b) (7)(C)
[Redacted]

NATIONAL LABOR RELATIONS BOARD

NOTICE OF APPEARANCE

SUTTER VALLEY HOSPITALS dba SUTTER
MEDICAL CENTER, SACRAMENTO,

and

Employer,

CASE 20-CA-196918

(b) (6), (b) (7)(C)

Charging Party.

☒ REGIONAL DIRECTOR

☐ EXECUTIVE SECRETARY
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

☐ GENERAL COUNSEL
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

THE UNDERSIGNED HEREBY ENTERS APPEARANCE AS REPRESENTATIVE OF

Sutter Valley Hospitals dba Sutter Medical Center, Sacramento

IN THE ABOVE-CAPTIONED MATTER.

CHECK THE APPROPRIATE BOX(ES) BELOW:

☒ REPRESENTATIVE IS AN ATTORNEY

☒ IF REPRESENTATIVE IS AN ATTORNEY, IN ORDER TO ENSURE THAT THE PARTY MAY RECEIVE COPIES OF CERTAIN DOCUMENTS OR CORRESPONDENCE FROM THE AGENCY IN ADDITION TO THOSE DESCRIBED BELOW, THIS BOX MUST BE CHECKED. IF THIS BOX IS NOT CHECKED, THE PARTY WILL RECEIVE ONLY COPIES OF CERTAIN DOCUMENTS SUCH AS CHARGES, PETITIONS AND FORMAL DOCUMENTS AS DESCRIBED IN SEC. 11842.3 OF THE CASEHANDLING MANUAL.

(REPRESENTATIVE INFORMATION)

NAME: Jatinder K. Sharma, Esq.

MAILING ADDRESS: Sutter Health -- Office of the General Counsel
2200 River Plaza Drive, Sacramento, CA 95833

E-MAIL ADDRESS: SharmaJ1@Sutterhealth.org

OFFICE TELEPHONE NUMBER: (916) 286-6746

CELL PHONE NUMBER: FAX: (916) 286-6577

SIGNATURE:

(Please sign in ink.)

DATE: 5/1/17

¹ IF CASE IS PENDING IN WASHINGTON AND NOTICE OF APPEARANCE IS SENT TO THE GENERAL COUNSEL OR THE EXECUTIVE SECRETARY, A COPY SHOULD BE SENT TO THE REGIONAL DIRECTOR OF THE REGION IN WHICH THE CASE WAS FILED SO THAT THOSE RECORDS WILL REFLECT THE APPEARANCE.



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 20
901 Market Street, Suite 400
San Francisco, CA 94103-1738

Agency Website: www.nlrb.gov
Telephone: (415)356-5130
Fax: (415)356-5156

June 29, 2017

(b) (6), (b) (7)(C)

Re: Sutter Medical Center, Sacramento
Case 20-CA-196918

Dear (b) (6), (b) (7)(C):

We have carefully investigated and considered your charge that Sutter Medical Center, Sacramento has violated the National Labor Relations Act.

Decision to Partially Dismiss: Based on that investigation, I have decided to dismiss the allegation that the Employer violated Section 8(a)(1) of the Act by placing you on administrative leave in retaliation for your protected concerted activities because there is insufficient evidence to establish a violation of the Act.

The remaining allegation that the Employer violated Section 8(a)(1) of the Act by prohibiting you from discussing workplace investigations with your coworkers remains subject to further processing.

Your Right to Appeal: You may appeal my decision to the General Counsel of the National Labor Relations Board, through the Office of Appeals.

Means of Filing: An appeal may be filed electronically, by mail, by delivery service, or hand-delivered. To file electronically using the Agency's e-filing system, go to our website at www.nlrb.gov and:

- 1) Click on E-File Documents;
- 2) Enter the NLRB Case Number; and,
- 3) Follow the detailed instructions.

Electronic filing is preferred, but you also may use the enclosed Appeal Form, which is also available at www.nlrb.gov. You are encouraged to also submit a complete statement of the facts and reasons why you believe my decision was incorrect. To file an appeal by mail or delivery service, address the appeal to the **General Counsel at the National Labor Relations Board, Attn: Office of Appeals, 1015 Half Street SE, Washington, DC 20570-0001**. Unless filed electronically, a copy of the appeal should also be sent to me.

The appeal MAY NOT be filed by fax or email. The Office of Appeals will not process faxed or emailed appeals.

Appeal Due Date: The appeal is due on **July 13, 2017**. If the appeal is filed electronically, the transmission of the entire document through the Agency's website must be completed **no later than 11:59 p.m. Eastern Time** on the due date. If filing by mail or by delivery service an appeal will be found to be timely filed if it is postmarked or given to a delivery service no later than July 12, 2017. **If an appeal is postmarked or given to a delivery service on the due date, it will be rejected as untimely.** If hand delivered, an appeal must be received by the General Counsel in Washington D.C. by 5:00 p.m. Eastern Time on the appeal due date. If an appeal is not submitted in accordance with this paragraph, it will be rejected.

Extension of Time to File Appeal: The General Counsel may allow additional time to file the appeal if the Charging Party provides a good reason for doing so and the request for an extension of time is **received on or before July 13, 2017**. The request may be filed electronically through the *E-File Documents* link on our website www.nlr.gov, by fax to (202)273-4283, by mail, or by delivery service. The General Counsel will not consider any request for an extension of time to file an appeal received after July 13, 2017, **even if it is postmarked or given to the delivery service before the due date**. Unless filed electronically, a copy of the extension of time should also be sent to me.

Confidentiality: We will not honor any claim of confidentiality or privilege or any limitations on our use of appeal statements or supporting evidence beyond those prescribed by the Federal Records Act and the Freedom of Information Act (FOIA). Thus, we may disclose an appeal statement to a party upon request during the processing of the appeal. If the appeal is successful, any statement or material submitted with the appeal may be introduced as evidence at a hearing before an administrative law judge. Because the Federal Records Act requires us to keep copies of case handling documents for some years after a case closes, we may be required by the FOIA to disclose those documents absent an applicable exemption such as those that protect confidential sources, commercial/financial information, or personal privacy interests.

Very truly yours,

/s/

DANIEL J. OWENS
Acting Regional Director

Enclosure

cc: DAVE CHENEY, CEO
SUTTER MEDICAL CENTER, SACRAMENTO
2825 CAPITOL AVE
SACRAMENTO, CA 95816-5680

JATINDER K. SHARMA, ESQ.
SUTTER HEALTH - OFFICE OF THE GENERAL COUNSEL
2200 RIVER PLAZA DR
SACRAMENTO, CA 95833-4134

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

APPEAL FORM

To: General Counsel
Attn: Office of Appeals
National Labor Relations Board
1015 Half Street SE
Washington, DC 20570-0001

Date:

Please be advised that an appeal is hereby taken to the General Counsel of the National Labor Relations Board from the action of the Regional Director in refusing to issue a complaint on the charge in

Case Name(s).

Case No(s). *(If more than one case number, include all case numbers in which appeal is taken.)*

(Signature)

PROOF OF SERVICE

The undersigned hereby declares under penalty of perjury that I am a citizen of the United States, over the age of eighteen years; that my address is (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

On the date below, I served a true copy of the following document:

APPEAL FORM (20-CA-196918)

Via Electronic Mail addressed as follows:

Jatinder K. Sharma
Sutter Health, Office of the General Counsel
2200 River Plaza Dr.
Sacramento, CA 95833
E-mail: SharmaJ1@sutterhealth.org

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DATED: July 13, 2017

(b) (6), (b) (7)(C)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

APPEAL FORM

To: General Counsel
Attn: Office of Appeals
National Labor Relations Board
1015 Half Street SE
Washington, DC 20570-0001

Date: 07/13/17

Please be advised that an appeal is hereby taken to the General Counsel of the National Labor Relations Board from the action of the Regional Director in refusing to issue a complaint on the charge in

Sutter Medical Center, Sacramento

Case Name(s).

20-CA-196918

Case No(s). *(If more than one case number, include all case numbers in which appeal is taken.)*

(b) (6), (b) (7)(C)





UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
OFFICE OF THE GENERAL COUNSEL
Washington, DC 20570

July 13, 2017

(b) (6), (b) (7)(C)

Re: Sutter Medical Center, Sacramento
Case 20-CA-196918

Dear (b) (6), (b) (7)(C):

We have received your appeal and accompanying material. We will assign it for processing in accordance with Agency procedures, which include review of the investigatory file and your appeal in light of current Board law. We will notify you and all other involved parties as soon as possible of our decision.

Sincerely,

Richard F. Griffin, Jr.
General Counsel

By:

Mark E. Arbesfeld, Acting Director
Office of Appeals

cc: JILL H. COFFMAN
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS
BOARD
901 MARKET ST STE 400
SAN FRANCISCO, CA 94103-1738

JATINDER K. SHARMA, ESQ.
SUTTER HEALTH
OFFICE OF THE GENERAL COUNSEL
2200 RIVER PLAZA DR
SACRAMENTO, CA 95833-4134

(b) (6), (b) (7)(C)

SUTTER MEDICAL CENTER, SACRAMENTO
2825 CAPITOL AVE
SACRAMENTO, CA 95816-5680

kf

From: (b) (6), (b) (7)(C)
To: [Parnell, Janay](#)
Subject: Re: Sutter Medical Center, Sacramento, Cases 20-CA-196911, 20-CA-196913, 20-CA-196918, 20-CA-197780, 20-CA-197833
Date: Tuesday, July 25, 2017 4:56:29 PM

Dear Ms. Parnell,

I am writing to let you know that I will not be signing the proposed Settlement Agreement regarding the charges to which the Region found merit. I do not wish to enter into any Settlement Agreement while the charges concerning my discipline are on appeal and are being reconsidered by the Region. If this does ultimately go hearing, I would wish for the Judge to have evidence of all of Sutter's misconduct in front of her or him. Thank you for your understanding.

Sincerely,

(b) (6), (b) (7)(C)

On Jul 20, 2017, at 3:55 PM, Parnell, Janay <Janay.Parnell@nlrb.gov> wrote:

(b) (6), (b) (7)(C)

Attached is an informal settlement agreement in this matter that Sutter has agreed to sign. This settlement agreement appears to remedy the violations established by our investigation and to comport with the remedial provisions of Board orders in cases involving such violations. Please let me know immediately if you would like to propose any changes to the settlement agreement.

If you wish to join in the settlement, then please sign and return the settlement agreement to this office by the close of business on Thursday, July 27th. If you decide not to join in this settlement, your objections to the settlement agreement and any supporting arguments should be submitted in writing to me by Thursday, July 27th. Your objections and arguments will be carefully considered before a final determination is made whether to approve the settlement agreement. If you fail to enter the settlement agreement or to submit objections by Thursday, July 27th, then the Region will approve the settlement agreement on Friday, July 28th.

Sincerely,
Janay

Janay Parnell
Field Examiner - Sacramento Resident Agent
National Labor Relations Board

901 Market Street, Suite 400
San Francisco, CA 94103

Phone: (202) 406-0912

Fax: (415) 356-5156

CONFIDENTIALITY NOTICE:
OFFICIAL GOVERNMENT BUSINESS

THIS COMMUNICATION IS INTENDED FOR THE SOLE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THIS COMMUNICATION IS NOT THE INTENDED RECIPIENT OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION, OR COPYING OF THIS COMMUNICATION MAY BE STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY ME IMMEDIATELY BY TELEPHONE CALL, AND RETURN COMMUNICATION TO ME AT THE ADDRESS ABOVE VIA UNITED STATES POSTAL SERVICE. THANK YOU.

<SET.20-CA-196911.CA case informal settlement agreement. final.pdf>

July 27, 2017

Richard F. Griffin, Jr., General Counsel
Office of Appeals
National Labor Relations Board
1015 Half Street SE
Washington, DC 20570-0001

Re: *Sutter Medical Center, Sacramento*
Case 20-CA-196918

Dear Mr. Griffin,

I am writing to join, incorporate by reference, as if fully set forth herein, and adopt as my own, the Position Statement in support of the Appeal and Motion for Reconsideration filed by the California Nurses Association (CNA) on July 18, 2017, in Case 20-CA-197833. CNA's case is closely related to my own and its July 18, 2017 Position Statement supports the basis of my own Appeal and Motion for Reconsideration in Case 20-CA-196918. CNA has informed me that its above-referenced July 18, 2017 Position Statement has already been filed with the NLRB's Office of Appeals, so no duplicate is attached.

Thank you for your consideration,

(b) (6), (b) (7)(C)

A large black rectangular redaction box covers the signature and name of the sender. A horizontal line is visible to the right of the box, indicating a signature line.



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
OFFICE OF THE GENERAL COUNSEL
Washington, DC 20570

February 7, 2018

(b) (6), (b) (7)(C)

Re: Sutter Medical Center, Sacramento
Case 20-CA-196918

Dear (b) (6), (b) (7)(C):

Your appeal from the Acting Regional Director's partial refusal to issue complaint has been carefully considered. The appeal is denied.

The Regional Office investigation disclosed insufficient evidence to establish that the Employer violated the National Labor Relations Act (Act) by placing you on administrative leave in retaliation for your protected concerted activities. Rather, the Employer conducted a good-faith investigation into the matter and there was nothing to suggest the investigation was improper or that the Employer relied upon any inappropriate evidence in reaching its decision to place you on administrative leave. Accordingly, your appeal is denied and further proceedings on this portion of the charge are unwarranted.

The remaining allegation that the Employer violated Section 8(a)(1) of the Act by prohibiting you from discussing workplace investigations with your coworkers remains subject to further processing.

Sincerely,

Peter Barr Robb
General Counsel

A handwritten signature in black ink, reading "Mark E. Arbesfeld", is written over a horizontal line.

By:

Mark E. Arbesfeld, Director
Office of Appeals

cc: JILL H. COFFMAN
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS
BOARD
901 MARKET ST SUTE 400
SAN FRANCISCO, CA 94103-1738

DAVE CHENEY, CEO
SUTTER MEDICAL CENTER,
SACRAMENTO
2825 CAPITOL AVE
SACRAMENTO, CA 95816-5680

JATINDER K. SHARMA, ESQ.
SUTTER HEALTH - OFFICE OF THE
GENERAL COUNSEL
2200 RIVER PLAZA DR
SACRAMENTO, CA 95833-4134

kh

INTERNET
FORM NLRB-501
(2-08)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE

Case
20-CA-197780

Date Filed
4/25/2017

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT	
a. Name of Employer Sutter Medical Center, Sacramento	b. Tel. No. (916) 887-0000
	c. Cell No.
	f. Fax No.
d. Address (Street, city, state, and ZIP code) 2825 Capitol Ave. Sacramento, CA 95816	e. Employer Representative Dave Cheney, CEO
	g. e-Mail cheneydr@sutterhealth.org
	h. Number of workers employed 1900
i. Type of Establishment (factory, mine, wholesaler, etc.) Acute Care Hospital	j. Identify principal product or service Healthcare
k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) _____ of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.	
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices) On about (b) (6), (b) (7)(C) 2017, I was called into a meeting with Sutter management and interrogated and harassed about my discussions with coworkers regarding discipline and working conditions. I was then told that I am not allowed to talk to my coworkers about certain nurses being disciplined.	
3. Full name of party filing charge (if labor organization, give full name, including local name and number) (b) (6), (b) (7)(C)	
4a. Address (Street and number, city, state, and ZIP code) (b) (6), (b) (7)(C)	4b. Tel. No. (b) (6), (b) (7)(C)
	4c. Cell No. (b) (6), (b) (7)(C)
	4d. Fax No.
	4e. e-Mail
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)	
6. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief. By (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (signature of representative or person making charge) (Type name and title or office, if any)	
Address (b) (6), (b) (7)(C) 4/21/17 (b) (6), (b) (7)(C) (date)	
Tel. No. (b) (6), (b) (7)(C)	
Office, if any, Cell No.	
Fax No.	
e-Mail	

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of the information to the public is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

ORIGINAL RECEIVED
4/25/2017

CA CHARGE ASSIGNMENT SHEET

Support Staff Caroline

Date Filed: April 25, 2017

Assigned to: OV (Supervisor) Janay (Agent) (Agent) (Agent)

Case Name: Sutter Medical Center, Sacramento

Case No. 20-CA-197780

IA Category III II Target Date 7/25

10(j) potential: Yes ☐ No ☒ Unknown ☐

Discharge Organizing Campaign ☐ (add to Hot Topics)

Allegations: 8(a)(1) If this is an 8(a)(3) CA, enter number of Discriminatees

How was charge received? E-filed ☐ IO Visit ☐ Mailed in ☐ Faxed in ☒

I/O Assisted? Yes ☐ No ☒ Inquiry ID

Bargaining Status (Check one) Existing Contract ☐ Organizing Campaign ☐ None ☒ Seeking Initial Contract ☐ Seeking Succeeding Contract ☐

Dispute Location: Sacramento State: CA 95816 County: Sacramento

Does this case block any other? Yes ☐ No ☒

Is there a "request to proceed" in the petition(s). ☐ Enter Petition case number(s)

CHECK ALL APPROPRIATE ALLEGATION CODES BELOW

Is the Section 8(a)(1) allegation a derivative and may be deleted? Yes ☐ No ☒

8(a)(1)	8(a)(3) continued	8(a)(5) continued
Coercive Actions (Surveillance, etc.)	Lockout	Refusal to Recognize
Coercive Rules	Refusal to Consider/Hire Applicant (salting only)	Repudiation/Modification of Contract [Sec. 8(d)/Unilateral Changes]
<input checked="" type="checkbox"/> Coercive Statements (Threats, Promises of Benefits, etc.)	Refusal to Reinstate Employee/Striker (e.g., Laidlaw)	Shutdown or Relocate (e.g., First National Maint.). Subcontract Work
Concerted Activities (Retaliation, Discharge, Discipline)	Retaliatory lawsuit	8(e)
Denial of Access	Shutdown or Relocate/ Subcontract Unit Work	All Allegations against an Employer
Discharge of supervisor (Parker-Robb Chevrolet)	Union Security Related Actions	
<input checked="" type="checkbox"/> Interrogation (including Polling)	8(a)(4)	
Lawsuits	Changes in Terms & Conditions of Empl	
Weingarten	Discharge (incl Layoff & Refusal to Hire)	
	Discipline	
8(a)(2)	Refusal to Reinstate Employee/Striker	
Assistance	Shutdown or Relocate/Subcontract Unit Work	
Domination	8(a)(5)	
Unlawful Recognition	Alter Ego	
8(a)(3)	Failure to Sign Agreement	
Changes in Terms & Conditions of Empl	Refusal to Bargain/Bad Faith Bargaining (incl surface bargaining/direct dealing)	
Discharge (including Layoff & Refusal to Hire (not salting))	Refusal to Furnish Information	
Discipline	Refusal to Hire Majority	

PLS. Docket for 4/25

Is this a Related case? Yes ☐ No ☒ Check here if above case is the main number ☐

If yes, what is main case number?

(b) (6), (b) (7)(C)



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 20
901 Market Street, Suite 400
San Francisco, CA 94103-1738

Agency Website: www.nlr.gov
Telephone: (415)356-5130
Fax: (415)356-5156



Download
NLRB
Mobile App

April 28, 2017

Dave Cheney, CEO
Sutter Medical Center, Sacramento
2825 Capitol Avenue
Sacramento CA 95816-5680

Re: Sutter Medical Center, Sacramento
Case 20-CA-197780

Dear Mr. Cheney:

Enclosed is a copy of a charge that has been filed in this case. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

Investigator: This charge is being investigated by Field Examiner JANAY M. PARNELL whose telephone number is (415)356-5159. If this Board agent is not available, you may contact Supervisory Field Examiner OLIVIA VARGAS whose telephone number is (628)221-8876.

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing Form NLRB-4701, Notice of Appearance. This form is available on our website, www.nlr.gov, or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

Presentation of Your Evidence: We seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations set forth in the charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly.

Full and complete cooperation includes providing witnesses to give sworn affidavits to a Board agent, and providing all relevant documentary evidence requested by the Board agent. Sending us your written account of the facts and a statement of your position is not

enough to be considered full and complete cooperation. A refusal to fully cooperate during the investigation might cause a case to be litigated unnecessarily.

In addition, either you or your representative must complete the enclosed Commerce Questionnaire to enable us to determine whether the NLRB has jurisdiction over this dispute. If you recently submitted this information in another case, or if you need assistance completing the form, please contact the Board agent.

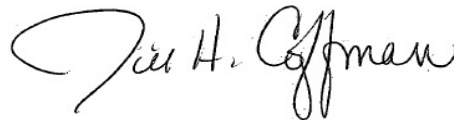
We will not honor any request to place limitations on our use of position statements or evidence beyond those prescribed by the Freedom of Information Act and the Federal Records Act. Thus, we will not honor any claim of confidentiality except as provided by Exemption 4 of FOIA, 5 U.S.C. Sec. 552(b)(4), and any material you submit may be introduced as evidence at any hearing before an administrative law judge. We are also required by the Federal Records Act to keep copies of documents gathered in our investigation for some years after a case closes. Further, the Freedom of Information Act may require that we disclose such records in closed cases upon request, unless there is an applicable exemption. Examples of those exemptions are those that protect confidential financial information or personal privacy interests.

Procedures: We strongly urge everyone to submit all documents and other materials by E-Filing (not e-mailing) through our website, www.nlr.gov. However, the Agency will continue to accept timely filed paper documents. Please include the case name and number indicated above on all your correspondence regarding the charge.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, www.nlr.gov or from an NLRB office upon your request. NLRB Form 4541 offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,



JILL H. COFFMAN
Regional Director

Enclosures:

1. Copy of Charge
2. Commerce Questionnaire

QUESTIONNAIRE ON COMMERCE INFORMATION

Please read carefully, answer all applicable items, and return to the NLRB Office. If additional space is required, please add a page and identify item number.

CASE NAME

CASE NUMBER

20-CA-197780

1. EXACT LEGAL TITLE OF ENTITY (As filed with State and/or stated in legal documents forming entity)**2. TYPE OF ENTITY**☐ CORPORATION ☐ LLC ☐ LLP ☐ PARTNERSHIP ☐ SOLE PROPRIETORSHIP ☐ OTHER (Specify)**3. IF A CORPORATION or LLC**A. STATE OF INCORPORATION
OR FORMATION

B. NAME, ADDRESS, AND RELATIONSHIP (e.g. parent, subsidiary) OF ALL RELATED ENTITIES

4. IF AN LLC OR ANY TYPE OF PARTNERSHIP, FULL NAME AND ADDRESS OF ALL MEMBERS OR PARTNERS**5. IF A SOLE PROPRIETORSHIP, FULL NAME AND ADDRESS OF PROPRIETOR****6. BRIEFLY DESCRIBE THE NATURE OF YOUR OPERATIONS (Products handled or manufactured, or nature of services performed).****7. A. PRINCIPAL LOCATION:****B. BRANCH LOCATIONS:****8. NUMBER OF PEOPLE PRESENTLY EMPLOYED**

A. Total:

B. At the address involved in this matter:

9. DURING THE MOST RECENT (Check appropriate box): ☐ CALENDAR YR ☐ 12 MONTHS or ☐ FISCAL YR (FY dates)

YES NO

A. Did you **provide services** valued in excess of \$50,000 directly to customers outside your State? If no, indicate actual value.
\$B. If you answered no to 9A, did you **provide services** valued in excess of \$50,000 to customers in your State who purchased goods valued in excess of \$50,000 from directly outside your State? If no, indicate the value of any such services you provided.
\$C. If you answered no to 9A and 9B, did you **provide services** valued in excess of \$50,000 to public utilities, transit systems, newspapers, health care institutions, broadcasting stations, commercial buildings, educational institutions, or retail concerns? If less than \$50,000, indicate amount. \$D. Did you **sell goods** valued in excess of \$50,000 directly to customers located outside your State? If less than \$50,000, indicate amount. \$E. If you answered no to 9D, did you **sell goods** valued in excess of \$50,000 directly to customers located inside your State who purchased other goods valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount.
\$F. Did you **purchase and receive goods** valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount. \$G. Did you **purchase and receive goods** valued in excess of \$50,000 from enterprises who received the goods directly from points outside your State? If less than \$50,000, indicate amount. \$**H. Gross Revenues from all sales or performance of services (Check the largest amount)**☐ \$100,000 ☐ \$250,000 ☐ \$500,000 ☐ \$1,000,000 or more If less than \$100,000, indicate amount.I. Did you **begin operations within the last 12 months?** If yes, specify date: _____**10 ARE YOU A MEMBER OF AN ASSOCIATION OR OTHER EMPLOYER GROUP THAT ENGAGES IN COLLECTIVE BARGAINING?**☐ YES ☐ NO (If yes, name and address of association or group).**11. REPRESENTATIVE BEST QUALIFIED TO GIVE FURTHER INFORMATION ABOUT YOUR OPERATIONS**

NAME

TITLE

E-MAIL ADDRESS

TEL. NUMBER

12. AUTHORIZED REPRESENTATIVE COMPLETING THIS QUESTIONNAIRE

NAME AND TITLE (Type or Print)

SIGNATURE

E-MAIL ADDRESS

DATE

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary. However, failure to supply the information may cause the NLRB to refuse to process any further a representation or unfair labor practice case, or may cause the NLRB to issue you a subpoena and seek enforcement of the subpoena in federal court.

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

SUTTER MEDICAL CENTER, SACRAMENTO

Charged Party

and

(b) (6), (b) (7)(C)

Charging Party

Case 20-CA-197780

AFFIDAVIT OF SERVICE OF CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, state under oath that on April 28, 2017, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

Dave Cheney, CEO
Sutter Medical Center, Sacramento
2825 Capitol Avenue
Sacramento CA 95816-5680

April 28, 2017

Date

Caroline Barker, Designated Agent of NLRB

Name

/s/ Caroline Barker

Signature



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 20
901 Market Street, Suite 400
San Francisco, CA 94103-1738

Agency Website: www.nlr.gov
Telephone: (415)356-5130
Fax: (415)356-5156



Download
NLRB
Mobile App

April 28, 2017

(b) (6), (b) (7)(C)

Re: Sutter Medical Center, Sacramento
Case 20-CA-197780

Dear (b) (6), (b) (7)(C):

The charge that you filed in this case on April 25, 2017 has been docketed as case number 20-CA-197780. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

Investigator: This charge is being investigated by Field Examiner JANAY M. PARNELL whose telephone number is (415)356-5159. If this Board agent is not available, you may contact Supervisory Field Examiner OLIVIA VARGAS whose telephone number is (628)221-8876.

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing *Form NLRB-4701, Notice of Appearance*. This form is available on our website, www.nlr.gov, or at the Regional office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

Presentation of Your Evidence: As the party who filed the charge in this case, it is your responsibility to meet with the Board agent to provide a sworn affidavit, or provide other witnesses to provide sworn affidavits, and to provide relevant documents within your possession. Because we seek to resolve labor disputes promptly, you should be ready to promptly present your affidavit(s) and other evidence. If you have not yet scheduled a date and time for the Board agent to take your affidavit, please contact the Board agent to schedule the affidavit(s). If you fail to cooperate in promptly presenting your evidence, your charge may be dismissed without investigation.

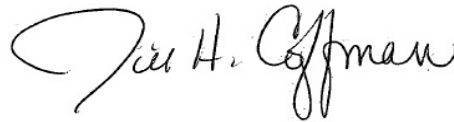
Procedures: We strongly urge everyone to submit all documents and other materials by E-Filing (not e-mailing) through our website www.nlr.gov. However, the Agency will continue

to accept timely filed paper documents. Please include the case name and number indicated above on all your correspondence regarding the charge.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website www.nlr.gov or from the Regional Office upon your request. *NLRB Form 4541, Investigative Procedures* offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

A handwritten signature in black ink, reading "Jill H. Coffman". The signature is fluid and cursive, with the first name "Jill" being more prominent.

JILL H. COFFMAN
Regional Director

NATIONAL LABOR RELATIONS BOARD

NOTICE OF APPEARANCE

SUTTER VALLEY HOSPITALS dba SUTTER
MEDICAL CENTER, SACRAMENTO,

and

Employer,

CASE 20-CA-197780

(b) (6), (b) (7)(C)

Charging Party.

☒ REGIONAL DIRECTOR

☐ EXECUTIVE SECRETARY
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

☐ GENERAL COUNSEL
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

THE UNDERSIGNED HEREBY ENTERS APPEARANCE AS REPRESENTATIVE OF _____

Sutter Valley Hospitals dba Sutter Medical Center, Sacramento

IN THE ABOVE-CAPTIONED MATTER.

CHECK THE APPROPRIATE BOX(ES) BELOW:

☒ REPRESENTATIVE IS AN ATTORNEY

☒ IF REPRESENTATIVE IS AN ATTORNEY, IN ORDER TO ENSURE THAT THE PARTY MAY RECEIVE COPIES OF CERTAIN DOCUMENTS OR CORRESPONDENCE FROM THE AGENCY IN ADDITION TO THOSE DESCRIBED BELOW, THIS BOX MUST BE CHECKED. IF THIS BOX IS NOT CHECKED, THE PARTY WILL RECEIVE ONLY COPIES OF CERTAIN DOCUMENTS SUCH AS CHARGES, PETITIONS AND FORMAL DOCUMENTS AS DESCRIBED IN SEC. 11842.3 OF THE CASEHANDLING MANUAL.

(REPRESENTATIVE INFORMATION)

NAME: Jatinder K. Sharma, Esq.

MAILING ADDRESS: Sutter Health -- Office of the General Counsel
2200 River Plaza Drive, Sacramento, CA 95833

E-MAIL ADDRESS: SharmaJ1@Sutterhealth.org

OFFICE TELEPHONE NUMBER: (916) 286-6746

CELL PHONE NUMBER: _____ FAX: (916) 286-6577

SIGNATURE: _____

DATE: (Please sign in ink) 5/1/17

¹ IF CASE IS PENDING IN WASHINGTON AND NOTICE OF APPEARANCE IS SENT TO THE GENERAL COUNSEL OR THE EXECUTIVE SECRETARY, A COPY SHOULD BE SENT TO THE REGIONAL DIRECTOR OF THE REGION IN WHICH THE CASE WAS FILED SO THAT THOSE RECORDS WILL REFLECT THE APPEARANCE.

From: [Parnell, Janay](#)
To: (b) (6), (b) (7)(C)
Subject: RE: Sutter Medical Center, Sacramento, Cases 20-CA-196911, 20-CA-196913, 20-CA-196918, 20-CA-197780, 20-CA-197833
Date: Thursday, July 27, 2017 7:21:00 PM

Okay. Thank you for letting me know.

Janay Parnell
Field Examiner - Sacramento Resident Agent
National Labor Relations Board
901 Market Street, Suite 400
San Francisco, CA 94103

Phone: (202) 406-0912
Fax: (415) 356-5156

From: (b) (6), (b) (7)(C) [mailto:(b) (6), (b) (7)(C)]
Sent: Thursday, July 27, 2017 2:32 PM
To: Parnell, Janay <Janay.Parnell@nrlb.gov>
Subject: Re: Sutter Medical Center, Sacramento, Cases 20-CA-196911, 20-CA-196913, 20-CA-196918, 20-CA-197780, 20-CA-197833

Dear Ms. Parnell,

I am writing in response to the email containing the proposed Settlement Agreement regarding the charges to which the Region found merit. Although the Settlement Agreement encompasses all of the allegations in my charge, I was very disappointed to learn of the Region's decision to dismiss the charges of unlawful discipline of my co-workers. I feel that Sutter's treatment of me directly relates to those charges because the disciplinary actions were the subject I was threatened for speaking about. I am happy that the Region has decided to reconsider its decision on appeal, and I wish to stand with (b) (6), (b) (7)(C) as that process moves forward. As such, I wish to inform you that I will not be signing onto the proposed Settlement Agreement until the appeals process has been completed. Thank you.

Yours truly,

(b) (6), (b) (7)(C)

On Thu, Jul 20, 2017 at 3:55 PM, Parnell, Janay <Janay.Parnell@nrlb.gov> wrote:

(b) (6), (b) (7)(C)

Attached is an informal settlement agreement in this matter that Sutter has agreed to sign. This settlement agreement appears to remedy the violations established by our investigation and to comport with the remedial provisions of Board orders in cases involving such violations. Please let me know immediately if you would like to propose any changes to the settlement agreement.

If you wish to join in the settlement, then please sign and return the settlement agreement to this office by the close of business on Thursday, July 27th. If you decide not to join in this settlement, your objections to the settlement agreement and any supporting arguments should be submitted in writing to me by Thursday, July 27th. Your objections and arguments will be carefully considered before a final determination is made whether to approve the settlement agreement. If you fail to enter the settlement agreement or to submit objections by Thursday, July 27th, then the Region will approve the settlement agreement on Friday, July 28th.

Sincerely,
Janay

Janay Parnell
Field Examiner - Sacramento Resident Agent
National Labor Relations Board
901 Market Street, Suite 400
San Francisco, CA 94103

Phone: [\(202\) 406-0912](tel:(202)406-0912)

Fax: [\(415\) 356-5156](tel:(415)356-5156)

**CONFIDENTIALITY NOTICE:
OFFICIAL GOVERNMENT BUSINESS**

THIS COMMUNICATION IS INTENDED FOR THE SOLE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THIS COMMUNICATION IS NOT THE INTENDED RECIPIENT OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION, OR COPYING OF THIS COMMUNICATION MAY BE STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY ME IMMEDIATELY BY TELEPHONE CALL, AND RETURN COMMUNICATION TO ME AT THE ADDRESS ABOVE VIA UNITED STATES POSTAL SERVICE. THANK YOU.

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

FORM EXEMPT UNDER 44 U.S.C. 3512

DO NOT WRITE IN THIS SPACE

Case
20-CA-197833

Date Filed
4/28/2017

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Sutter Medical Center, Sacramento		b. Tel. No. (916) 887-0000
		c. Cell No.
		f. Fax No.
d. Address (Street, city, state, and ZIP code) 2825 Capitol Ave. Sacramento, CA 95816	e. Employer Representative Dave Cheney, CEO	g. e-Mail cheneydr@sutterhealth.org
		h. Number of workers employed 1900
i. Type of Establishment (factory, mine, wholesaler, etc.) Acute Care Hospital	j. Identify principal product or service Healthcare	
k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) (3), (4) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.		

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)
See Attachment A. Section 10(j) injunctive relief requested.

2017 APR 28 PM 1:08
SAN FRANCISCO, CA

3. Full name of party filing charge (if labor organization, give full name, including local name and number)
California Nurses Association (CNA)

4a. Address (Street and number, city, state, and ZIP code) 155 Grand Ave. Oakland, CA 94612	4b. Tel. No. 510-273-2200
	4c. Cell No.
	4d. Fax No. 510-663-4822
	4e. e-Mail

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization) AFL-CIO

6. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By 
(Signature of representative or person making charge)

Marie Walcek, Legal Counsel
(Print type name and title or office, if any)

Address 155 Grand Ave., Oakland, CA 94612

4/28/17
(date)

Tel. No. 510-433-2742
Office, if any, Cell No. 510-517-1871
Fax No. 510-663-4822
e-Mail mwalcek@calnurses.org

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Inquiry ID 1-1961013871

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

ORIGINAL NLRB R-190

Attachment A
Charge Against Employer
Sutter Medical Center, Sacramento

Case 20-CA-197833

by California Nurses Association (CNA)

2017 APR 28 PM 1:08
SAN FRANCISCO, CA

2. Basis of the Charge:

Within the past six months, the above-named Employer, by its officers, agents, and representatives, has interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act, by, inter alia:

- Maintaining and enforcing an unlawful policy prohibiting employees from discussing investigations of alleged employee misconduct and/or discipline of employees;
- Interrogating employees about their protected activities; and/or
- Threatening employees of reprisals for their protected activities.

Within the past six months, the above-named Employer, by its officers, agents, and representatives, placed RN(b) (6), (b) (7)(C) on unpaid administrative leave and subsequently terminated (b) (6), (b) (7)(C) because (b) (6), (b) (7)(C) engaged in concerted activities with other employees of said employer for the purpose of mutual aid and protection, and in order to discourage said concerted activities; because of (b) (6), (b) (7)(C) activities on behalf of CNA, a labor organization, and because (b) (6), (b) (7)(C) engaged in concerted activities with other employees of said employer for the purpose of collective bargaining and other mutual aid and protection, and in order to discourage membership in said labor organization; and/or because (b) (6), (b) (7)(C) filed charges under the Act (case number 20-CA-196911).

Within the past six months, the above-named Employer, by its officers, agents, and representatives, placed RNs(b) (6), (b) (7)(C) on unpaid administrative leave and subsequently issued them disciplinary corrective action plans because they engaged in concerted activities with other employees of said employer for the purpose of mutual aid and protection, and in order to discourage said concerted activities; because of their activities on behalf of CNA, a labor organization, and because they engaged in concerted activities with other employees of said employer for the purpose of collective bargaining and other mutual aid and protection, and in order to discourage membership in said labor organization; and/or because they filed charges under the Act (case numbers 20-CA-196913 and 20-CA-196918).

By these and other acts, the above-named Employer, by its officers, agents, and representatives, has interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act.

Charging Party requests Section 10(j) injunctive relief.

RECEIVED
RIVERBROOK

[Inquiry ID 1-1961013871]
ORIGINAL

CA CHARGE ASSIGNMENT SHEET

Support Staff Susie

Date Filed: April 28, 2017

Assigned to: Vargas (Supervisor) Purnell (Agent) (Agent) (Agent)

Case Name: Sutter Medical Center, Sacramento

Case No. 20-CA-197833

IA Category III II I Target Date 6/16

10(j) potential: Yes ☒ No ☐ Unknown ☐

Discharge Organizing Campaign ☐ (add to Hot Topics)

Allegations: 8(a)(1)(3)(4) If this is an 8(a)(3) CA, enter number of Discriminatees

How was charge received? E-filed ☒ IO Visit ☐ Mailed in ☐ Faxed in ☐

I/O Assisted? Yes ☐ No ☒ Inquiry ID 1-1961013871

Bargaining Status (Check one) Existing Contract ☐ Organizing Campaign ☐ None ☐
Seeking Initial Contract ☐ Seeking Succeeding Contract ☐

Dispute Location: Sacramento State: CA 95816 County: Sacramento

Does this case block any other? Yes ☐ No ☒

Is there a "request to proceed" in the petition(s). ☐ Enter Petition case number(s)

CHECK ALL APPROPRIATE ALLEGATION CODES BELOW

Is the Section 8(a)(1) allegation a derivative and may be deleted? Yes ☐ No ☒

8(a)(1)	8(a)(3) continued	8(a)(5) continued
<input checked="" type="checkbox"/> Coercive Actions (Surveillance, etc.)	Lockout	Refusal to Recognize
<input checked="" type="checkbox"/> Coercive Rules	Refusal to Consider/Hire Applicant (salting only)	Repudiation/Modification of Contract [Sec. 8(d)/Unilateral Changes]
<input checked="" type="checkbox"/> Coercive Statements (Threats, Promises of Benefits, etc.)	Refusal to Reinstate Employee/Striker (e.g., Laidlaw)	Shutdown or Relocate (e.g., First National Maint.) Subcontract Work
Concerted Activities (Retaliation, Discharge, Discipline)	Retaliatory lawsuit	8(e)
Denial of Access	Shutdown or Relocate/ Subcontract Unit Work	All Allegations against an Employer
Discharge of supervisor (Parker-Robb Chevrolet)	Union Security Related Actions	
Interrogation (including Polling)	8(a)(4)	
Lawsuits	Changes in Terms & Conditions of Emplt	
Weingarten	<input checked="" type="checkbox"/> Discharge (incl Layoff & Refusal to Hire)	
8(a)(2)	<input checked="" type="checkbox"/> Discipline	
Assistance	Refusal to Reinstate Employee/Striker	
Domination	Shutdown or Relocate/Subcontract Unit Work	
Unlawful Recognition	8(a)(5)	
8(a)(3)	Alter Ego	
Changes in Terms & Conditions of Emplt	Failure to Sign Agreement	
<input checked="" type="checkbox"/> Discharge (including Layoff & Refusal to Hire (not salting))	Refusal to Bargain/Bad Faith Bargaining (incl surface bargaining/direct dealing)	
<input checked="" type="checkbox"/> Discipline	Refusal to Furnish Information	
	Refusal to Hire Majority	

Is this a Related case? Yes ☐ No ☒ Check here if above case is the main number ☐

If yes, what is main case number?



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 20
901 Market Street, Suite 400
San Francisco, CA 94103-1738

Agency Website: www.nlr.gov
Telephone: (415)356-5130
Fax: (415)356-5156



Download
NLRB
Mobile App

May 1, 2017

(b) (6), (b) (7)(C)
SUTTER MEDICAL CENTER, SACRAMENTO
2825 CAPITOL AVENUE
SACRAMENTO, CA 95816-5680

Re: Sutter Medical Center, Sacramento
Case 20-CA-197833

Dear **(b) (6), (b) (7)(C)**:

Enclosed is a copy of a charge that has been filed in this case. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

Investigator: This charge is being investigated by Field Examiner JANAY M. PARNELL whose telephone number is (415)356-5159. If this Board agent is not available, you may contact Supervisory Field Examiner OLIVIA VARGAS whose telephone number is (628)221-8876.

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing Form NLRB-4701, Notice of Appearance. This form is available on our website, www.nlr.gov, or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

Presentation of Your Evidence: We seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations set forth in the charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly. **Due to the nature of the allegations in the enclosed unfair labor practice charge, we have identified this case as one in which injunctive relief pursuant to Section 10(j) of the Act may be appropriate.** Therefore, in addition to investigating the merits of the unfair labor practice

allegations, the Board agent will also inquire into those factors relevant to making a determination as to whether or not 10(j) injunctive relief is appropriate in this case. Accordingly, please include your position on the appropriateness of Section 10(j) relief when you submit your evidence relevant to the investigation.

Full and complete cooperation includes providing witnesses to give sworn affidavits to a Board agent, and providing all relevant documentary evidence requested by the Board agent. Sending us your written account of the facts and a statement of your position is not enough to be considered full and complete cooperation. A refusal to fully cooperate during the investigation might cause a case to be litigated unnecessarily.

In addition, either you or your representative must complete the enclosed Commerce Questionnaire to enable us to determine whether the NLRB has jurisdiction over this dispute. If you recently submitted this information in another case, or if you need assistance completing the form, please contact the Board agent.

We will not honor any request to place limitations on our use of position statements or evidence beyond those prescribed by the Freedom of Information Act and the Federal Records Act. Thus, we will not honor any claim of confidentiality except as provided by Exemption 4 of FOIA, 5 U.S.C. Sec. 552(b)(4), and any material you submit may be introduced as evidence at any hearing before an administrative law judge. We are also required by the Federal Records Act to keep copies of documents gathered in our investigation for some years after a case closes. Further, the Freedom of Information Act may require that we disclose such records in closed cases upon request, unless there is an applicable exemption. Examples of those exemptions are those that protect confidential financial information or personal privacy interests.

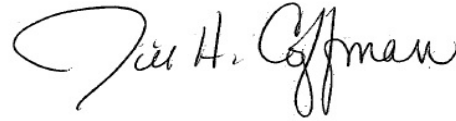
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May 1, 2017

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

A handwritten signature in black ink, appearing to read "Jill H. Coffman". The signature is fluid and cursive, with the first name "Jill" and last name "Coffman" clearly distinguishable.

JILL H. COFFMAN
Regional Director

Enclosures:

1. Copy of Charge
2. Commerce Questionnaire

QUESTIONNAIRE ON COMMERCE INFORMATION

Please read carefully, answer all applicable items, and return to the NLRB Office. If additional space is required, please add a page and identify item number.

CASE NAME

CASE NUMBER

20-CA-197833

1. EXACT LEGAL TITLE OF ENTITY (As filed with State and/or stated in legal documents forming entity)**2. TYPE OF ENTITY**☐ CORPORATION ☐ LLC ☐ LLP ☐ PARTNERSHIP ☐ SOLE PROPRIETORSHIP ☐ OTHER (Specify)**3. IF A CORPORATION or LLC**A. STATE OF INCORPORATION
OR FORMATION

B. NAME, ADDRESS, AND RELATIONSHIP (e.g. parent, subsidiary) OF ALL RELATED ENTITIES

4. IF AN LLC OR ANY TYPE OF PARTNERSHIP, FULL NAME AND ADDRESS OF ALL MEMBERS OR PARTNERS**5. IF A SOLE PROPRIETORSHIP, FULL NAME AND ADDRESS OF PROPRIETOR****6. BRIEFLY DESCRIBE THE NATURE OF YOUR OPERATIONS (Products handled or manufactured, or nature of services performed).****7. A. PRINCIPAL LOCATION:****B. BRANCH LOCATIONS:****8. NUMBER OF PEOPLE PRESENTLY EMPLOYED**

A. Total:

B. At the address involved in this matter:

9. DURING THE MOST RECENT (Check appropriate box): ☐ CALENDAR YR ☐ 12 MONTHS or ☐ FISCAL YR (FY dates)

YES NO

A. Did you **provide services** valued in excess of \$50,000 directly to customers outside your State? If no, indicate actual value.
\$B. If you answered no to 9A, did you **provide services** valued in excess of \$50,000 to customers in your State who purchased goods valued in excess of \$50,000 from directly outside your State? If no, indicate the value of any such services you provided.
\$C. If you answered no to 9A and 9B, did you **provide services** valued in excess of \$50,000 to public utilities, transit systems, newspapers, health care institutions, broadcasting stations, commercial buildings, educational institutions, or retail concerns? If less than \$50,000, indicate amount. \$D. Did you **sell goods** valued in excess of \$50,000 directly to customers located outside your State? If less than \$50,000, indicate amount. \$E. If you answered no to 9D, did you **sell goods** valued in excess of \$50,000 directly to customers located inside your State who purchased other goods valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount.
\$F. Did you **purchase and receive goods** valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount. \$G. Did you **purchase and receive goods** valued in excess of \$50,000 from enterprises who received the goods directly from points outside your State? If less than \$50,000, indicate amount. \$**H. Gross Revenues from all sales or performance of services (Check the largest amount)**☐ \$100,000 ☐ \$250,000 ☐ \$500,000 ☐ \$1,000,000 or more If less than \$100,000, indicate amount.I. Did you **begin operations within the last 12 months?** If yes, specify date: _____**10 ARE YOU A MEMBER OF AN ASSOCIATION OR OTHER EMPLOYER GROUP THAT ENGAGES IN COLLECTIVE BARGAINING?**☐ YES ☐ NO (If yes, name and address of association or group).**11. REPRESENTATIVE BEST QUALIFIED TO GIVE FURTHER INFORMATION ABOUT YOUR OPERATIONS**

NAME

TITLE

E-MAIL ADDRESS

TEL. NUMBER

12. AUTHORIZED REPRESENTATIVE COMPLETING THIS QUESTIONNAIRE

NAME AND TITLE (Type or Print)

SIGNATURE

E-MAIL ADDRESS

DATE

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary. However, failure to supply the information may cause the NLRB to refuse to process any further a representation or unfair labor practice case, or may cause the NLRB to issue you a subpoena and seek enforcement of the subpoena in federal court.

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

SUTTER MEDICAL CENTER, SACRAMENTO

Charged Party

and

CALIFORNIA NURSES ASSOCIATION (CNA)

Charging Party

Case 20-CA-197833

AFFIDAVIT OF SERVICE OF CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, state under oath that on May 1, 2017, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

(b) (6), (b) (7)(C)

SUTTER MEDICAL CENTER, SACRAMENTO
2825 CAPITOL AVENUE
SACRAMENTO, CA 95816-5680

May 1, 2017

Date

Susie Louie, Designated Agent of NLRB

Name

/s/ Susie Louie

Signature



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 20
901 Market Street, Suite 400
San Francisco, CA 94103-1738

Agency Website: www.nlrb.gov
Telephone: (415)356-5130
Fax: (415)356-5156



Download
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Mobile App

May 1, 2017

CALIFORNIA NURSES ASSOCIATION (CNA)
155 GRAND AVENUE
OAKLAND, CA 94612

Re: Sutter Medical Center, Sacramento
Case 20-CA-197833

Dear Sir or Madam:

The charge that you filed in this case on April 28, 2017 has been docketed as case number 20-CA-197833. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

Investigator: This charge is being investigated by Field Examiner JANAY M. PARNELL whose telephone number is (415)356-5159. If this Board agent is not available, you may contact Supervisory Field Examiner OLIVIA VARGAS whose telephone number is (628)221-8876.

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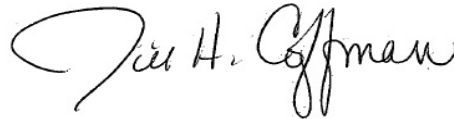
May 1, 2017

Procedures: We strongly urge everyone to submit all documents and other materials by E-Filing (not e-mailing) through our website www.nlr.gov. However, the Agency will continue to accept timely filed paper documents. Please include the case name and number indicated above on all your correspondence regarding the charge.

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We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

A handwritten signature in black ink, appearing to read "Jill H. Coffman". The signature is fluid and cursive, with the first name "Jill" and last name "Coffman" clearly distinguishable.

JILL H. COFFMAN
Regional Director

cc: MARIE K. WALCEK, LEGAL COUNSEL
155 GRAND AVE
OAKLAND, CA 94612

From: [Parnell, Janay](#)
To: ["mwalcek@calnurses.org"](mailto:mwalcek@calnurses.org)
Subject: Sutter Medical Center, Sacramento, 20-CA-197833
Date: Wednesday, May 3, 2017 6:02:55 PM
Attachments: [DCK.20-CA-197833.Letter to Charging Party.pdf](#)

Ms. Walcek,

I received your voicemail earlier today. I have been assigned to investigate all five charges. Regarding the above-captioned charge that CNA filed, the initial docketing letter was mailed to you, and I have attached a copy of it to this e-mail.

Please feel free to give me a call again or to e-mail me if you have any additional questions.

Sincerely,
Janay

Janay Parnell
Field Examiner - Sacramento Resident Agent
National Labor Relations Board
901 Market Street, Suite 400
San Francisco, CA 94103

Phone: (202) 406-0912
Fax: (415) 356-5156

CONFIDENTIALITY NOTICE:
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From: [Coffman, Jill H.](#)
To: [David Willhoite](#)
Cc: [Vargas, Olivia](#); [Parnell, Janay](#); [Marie Walcek](#); [Micah Berul](#); [Roy Hong](#)
Subject: RE: Sutter Sacramento Nip-in-the-Bud and 10(j) Relief
Date: Tuesday, June 6, 2017 2:29:15 PM
Attachments: [image001.png](#)

Thank you Mr. Willhoite. It is helpful to have the Union's position on injunctive relief.

From: David Willhoite [mailto:DWillhoite@CalNurses.Org]
Sent: Tuesday, June 06, 2017 10:55 AM
To: Coffman, Jill H. <Jill.Coffman@nlrb.gov>
Cc: Vargas, Olivia <Olivia.Vargas@nlrb.gov>; Parnell, Janay <Janay.Parnell@nlrb.gov>; Marie Walcek <MWalcek@calnurses.org>; Micah Berul <MBerul@CalNurses.Org>; Roy Hong <rhong@nationalnursesunited.org>
Subject: Sutter Sacramento Nip-in-the-Bud and 10(j) Relief
Importance: High

Dear Regional Director Coffman,

Please find attached the California Nurses Association's preliminary position statement regarding Case 20-CA-196911, et al. and requesting 10(j) relief. The Employer's egregious termination of (b) (6), (b) (7)(C) nurse of the hospital and the targeted discipline of two other (b) (6), (b) (7)(C) nurses, all three of whom were conspicuous leaders in ongoing PCA and union organizing efforts in their unit, has had a dramatic impact on the organizing campaign. Nurses in the unit are terrified, union meeting attendance has dropped and continues to dwindle, and as news about the disciplines and termination spreads without rectification, the organizing campaign is suffering. The chill is significant and without swift 10(j) injunctive relief, the Union fears the organizing campaign could be irreparably harmed. Given the severity and sensitivity of this case, the Union felt it was imperative to bring this matter to the attention of the Regional Director.

Thank you for your attention to this matter.

David Willhoite
Legal Counsel
CNA/NNOC/NNU
tel: 510-273-2275
cell: 510-424-1428
fax: 510-663-4822
www.calnurses.org



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<http://www.SinglePayer.com>

From: [Marie Walcek](#)
To: [Parnell, Janay](#)
Cc: [David Willhoite](#); [Micah Berul](#)
Subject: Sutter Sacramento 20-CA-197833
Date: Monday, June 12, 2017 1:27:28 PM

Janay,

Wanted to follow up with you on this charge and touch base when you are able. Please let me know when a good time to speak might be.

Thank you,
Marie

Marie Walcek
California Nurses Association
National Nurses United
155 Grand Ave., Oakland, CA 94612
Office: 510-433-2742

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From: [David Willhoite](#)
To: [Parnell, Janay](#)
Cc: [Marie Walcek](#); [Micah Berul](#); [Roy Hong](#); [Coffman, Jill H.](#); [Vargas, Olivia](#)
Subject: Supplemental Evidence and Position Statement
Date: Thursday, June 22, 2017 2:43:12 PM
Attachments: [image001.png](#)
[SMCS \(b\) \(6\), \(b\) \(7\)\(C\) dec signed.pdf](#)
[Position Statement RE LaGuardia Addendum.pdf](#)

Good Morning Janay,

As we discussed on the phone yesterday, CNA submits the attached Addendum to our Position Statement of June 6th addressing the *Crowne Plaza LaGuardia* case and the third *Atlantic Steel* factor. We also submit the attached declaration from RN (b) (6), (b) (7)(C) regarding the Employer's knowledge of RN (b) (6), (b) (7)(C) union activity. We will submit later this afternoon another declaration from RN (b) (6), (b) (7)(C), who witnessed the (b) (6), (b) (7)(C) "incident." Thank you for your prompt consideration of this supplemental evidence.

Yours,

David Willhoite
Legal Counsel
CNA/NNOC/NNU
tel: 510-273-2275
cell: 510-424-1428
fax: 510-663-4822
www.calnurses.org



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CONFIDENTIAL WITNESS DECLARATION

I, (b) (6), (b) (7)(C) hereby declare as follows:

I understand that this Declaration will be considered confidential by the United States Government and will not be disclosed unless it becomes necessary for the government to produce this Declaration in connection with a formal proceeding.

1. I am employed as (b) (6), (b) (7)(C) at Sutter Medical Center, Sacramento ("Sutter" or "Hospital"). I have worked as (b) (6), (b) (7)(C) at Sutter since (b) (6), (b) (7)(C). I presently work in (b) (6), (b) (7)(C) at Sutter. I formerly worked in (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) at Sutter.

2. Around December 2016, I became aware that nurses at Sutter were organizing to form a union with the California Nurses Association ("Union" or "CNA").

3. On or around the morning of January 31, 2017, (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) called me into (b) (6), (b) (7)(C) office. When I arrived at (b) (6), (b) (7)(C) office, (b) (6), (b) (7)(C) were both present. At the meeting, (b) (6), (b) (7)(C) said they had received a complaint about me soliciting coworkers on behalf of the Union organizing campaign at the facility. I replied that I had not been soliciting coworkers, but rather had been discussing the Union campaign generally. I told (b) (6), (b) (7)(C) that I knew the Union was present at the hospital and knew people who were involved. I told (b) (6), (b) (7)(C) that it was my understanding that nurses were allowed to talk about the Union at work. (b) (6), (b) (7)(C) affirmed my understanding but stated that they had heard I was talking to my colleagues about who to contact if they wanted to get more involved

and such conduct was against Hospital policy during work-time. (b) (6), (b) (7)(C) offered me a copy of the Hospital's Solicitation Policy, but I responded that I did not need a copy and would stop talking about the Union during work-time. After that conversation I went back to work to finish my shift.

4. About an hour later at the end of my shift, I called (b) (6), (b) (7)(C) and asked if I could speak with (b) (6), (b) (7)(C) again. (b) (6), (b) (7)(C) replied that (b) (6), (b) (7)(C) was available so I went to meet (b) (6), (b) (7)(C) in (b) (6), (b) (7)(C) office. I wanted to discuss more generally my standing at work, as I had some concerns about my position and status. During our conversation, I mentioned that nurses working on nightshift were not happy about some of the working conditions at the Hospital. (b) (6), (b) (7)(C) responded that (b) (6), (b) (7)(C) was aware of the discontent and did not understand why nurses were reaching out to the Union instead of talking with their supervisors and/or administration to address their issues. I mentioned that one of the nightshift nurses I had spoken to about the Union campaign was (b) (6), (b) (7)(C) from (b) (6), (b) (7)(C) responded that (b) (6), (b) (7)(C) already knew all about (b) (6), (b) (7)(C) Union involvement. (b) (6), (b) (7)(C) asked me if I knew that (b) (6), (b) (7)(C) was getting paid by the Union for the organizing work that (b) (6), (b) (7)(C) was doing. (b) (6), (b) (7)(C) claimed that (b) (6), (b) (7)(C) was being paid for every person (b) (6), (b) (7)(C) signed up for the Union. I responded saying I was not aware of that.

I have read this Confidential Witness Declaration, consisting of 2 pages, including this page. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on June 20, 2017 in Placerville, California.

(b) (6), (b) (7)(C)



CALIFORNIA
NURSES
ASSOCIATION

A Voice for Nurses. A Vision for Healthcare.

Oakland
155 Grand Ave
Oakland, CA 94612
phone: 510-273-2200
fax: 510-663-1625

Via Electronic Filing

June 22, 2017

Janay Parnell, Field Examiner
National Labor Relations Board, Region 20
901 Market Street, Suite 400
San Francisco, CA 94103-1735

**RE: *Sutter Medical Center, Sacramento*
Cases 20-CA-196911, et al.**

Dear Ms. Parnell:

During our phone conversation of June 19, 2017, in response to a question from the California Nurses Association ("Union") regarding the provision of further evidentiary support for the instant charges, you referenced the case *Crowne Plaza LaGuardia*, 357 NLRB 1097 (2011) as informative to the Region's analysis of the facts under the framework provided by *Atlantic Steel*. The Union submits this addendum to its Position Statement of June 6, 2017 to address the relevance of that case. The Union maintains that the accusation that RNs (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) physically threatened and/or touched (b) (6), (b) (7)(C) is a ludicrous fabrication. All those witnesses directly involved have stated that neither (b) (6), (b) (7)(C) (b) (6), (b) (7) acted with any hint of aggression, let alone physically so, the Employer has not provided any credible evidence to establish such actions, and the long and well-established reputations of the nurses involved, even documented by Sutter management itself, consistently underscores (b) (6), (b) (7)(C) roles as compassionate, professional, and temperate leaders in the hospital. However, even granting for the sake of argument the Employer's outrageous contention that (b) (6), (b) (7)(C) made physical contact with (b) (6), (b) (7)(C), the context demonstrates that any such contact was inadvertent and would not be cause for (b) (6), (b) (7)(C) to lose protection under the Act.

As the Region can clearly recognize, and as the Union emphasized in its June 6 Position Statement, RNs (b) (6), (b) (7)(C) were engaged in protected concerted activity ("PCA") when the alleged incident with (b) (6), (b) (7)(C) occurred that led to their respective discipline. Indeed, they had just come from a town hall meeting with Sutter Medical Center, Sacramento ("Sutter") (b) (6), (b) (7)(C), where they raised issues regarding the terms and conditions of their employment with the highest levels of management, and were encouraged by (b) (6), (b) (7)(C) to discuss those issues with their supervisors and managers in the (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) where the nurses work. (b) (6), (b) (7)(C) is (b) (6), (b) (7)(C) and the discussion in the hallway centered on the placement of a suggestion board for the raising of issues with regard to working conditions and suggestions for their possible solution. The discussion also touched on nurse-to-patient ratios, the leading area of friction and concern for (b) (6), (b) (7)(C) RNs regarding their working conditions.

The question raised under the four-part *Atlantic Steel* test is whether, by their conduct, RNs (b) (6), (b) (7)(C) concerted activity lost the protection of the Act. The facts of *LaGuardia* strongly suggests it did not. In *LaGuardia*, the Board held that three employees who *deliberately* and excessively touched their supervisor with an *effort to restrain him* as a means of presenting him with an employee-signed petition forfeited protection under the Act. *Crowne Plaza LaGuardia*, 357 NLRB at 1101 (emphasis added). There, one employee deliberately grabbed the supervisor's shoulder to prevent him from leaving and reached around his waist with the petition; another employee pushed her chest against the supervisor and moved from side to side, deliberately blocking his exit; a third employee deliberately grabbed the supervisor's arm to restrain him from fleeing. *Id.* at 1098. The Board held that such deliberate physical contact "reasonably threatened [the supervisor] and the Respondent's ability to maintain workplace order and discipline." *Id.* at 1101. However, a fourth employee did not forfeit PCA for briefly touching a security guard's wrist as the guard waved his arms to clear a path for the supervisor. *Ibid.* Because the fourth employee did not deliberately touch the security guard with any direct intention to restrain him, her conduct was materially different from the other three employees, and therefore her discipline was protected under the Act, and the Employer violated 8(a)(1) in bringing discipline against her. *Ibid.*

In the present case, under no plausible interpretation could the conduct of RNs (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) be reasonably seen as threatening (b) (6), (b) (7)(C) and/or Sutter's ability to maintain workplace order and discipline. *See Id.* at 1101. (b) (6), (b) (7)(C) **did not** deliberately touch (b) (6), (b) (7)(C) with an effort to restrain (b) (6), (b) (7)(C). *Ibid.* Even if (b) (6), (b) (7)(C) incidentally contacted (b) (6), (b) (7)(C) during their discussion, for example because they were squeezed up against the wall by a passing gurney, such conduct is not sufficient to forfeit protection of the Act. *Ibid.* Sutter nonetheless speciously claims that (b) (6), (b) (7)(C) aggressively touched (b) (6), (b) (7)(C) in an intimidating and threatening manner and (b) (6), (b) (7)(C) physically surrounded (b) (6), (b) (7)(C), and blocked (b) (6), (b) (7)(C) from walking away. However, this claim is not supported by any facts, even as laid out by the Employer, as (b) (6), (b) (7)(C) did freely walk away from the conversation when (b) (6), (b) (7)(C) became emotionally agitated in response to the nurses' addressing of unsatisfactory working conditions, including ineffective management communication. Sutter did not present evidence as a result of their sham investigation demonstrating that (b) (6), (b) (7)(C) alleged actions were deliberate. Nor does Sutter show that (b) (6), (b) (7)(C) made a deliberate effort to physically restrain (b) (6), (b) (7)(C). Witnesses maintain that the nurses were not verbally or physically aggressive toward (b) (6), (b) (7)(C). Further, Sutter fails to demonstrate the "particularized proof that specific individuals engaged in the misconduct at issue." *Id.* at 1100.

Rather, Sutter seized on the fact of (b) (6), (b) (7)(C) emotional state to discipline and terminate known Union leaders and outspoken advocates for the improvement of (b) (6), (b) (7)(C) RN working conditions striking their most ferocious blow in an ongoing busting campaign of lies, threats, and intimidation. It bears stressing that even if (b) (6), (b) (7)(C) bizarrely felt threatened by this "incident," even assuming there was any inadvertent physical contact, (b) (6), (b) (7)(C) own subjective emotional response is not the standard laid out by the Board in *Atlantic Steel*. Objectively, with all the facts considered, there is no way that a reasonable person would have felt threatened by the conduct of

(b) (6), (b) (7)(C) . See *Kiewit Power Constructors Co. v. NLRB*, 652 F.3d 22, 29 fn. 2 (D.C. Cir. 2011), enfg. 355 NLRB 708 (2010).

In conclusion, the Union strongly urges the Region to see these ridiculous allegations against RNs with stellar records and decades of experience treating the most vulnerable patients for what they are. The third factor in *Atlantic Steel*, "nature of the conduct," weighs heavily in favor of (b) (6), (b) (7)(C) . They were simply engaged in a constructive conversation with (b) (6), (b) (7)(C) in their unit on the heels of being urged to do so by (b) (6), (b) (7)(C) of the hospital. If any contact occurred in that hallway on (b) (6), (b) (7)(C) , it was certainly inadvertent, was not the cause of (b) (6), (b) (7)(C) emotional display, and did not result in (b) (6), (b) (7)(C) egress being blocked in any fashion. An examination of the facts of this case under *LaGuardia* and *Ailantic Steel* demonstrate that (b) (6), (b) (7)(C) concerted activity remained protected.

Thank you for your attention to this matter.

Sincerely,

CALIFORNIA NURSES ASSOCIATION (CNA)
LEGAL DEPARTMENT



David Willhoite
Legal Counsel

cc: Jill Coffman, NLRB Region 20 Regional Director
Olivia Vargas, NLRB Region 20 Supervisory Field Examiner
Roy Hong, CNA

From: [David Willhoite](#)
To: [Parnell, Janay](#)
Cc: [Marie Walcek](#); [Micah Berul](#); [Roy Hong](#); [Vargas, Olivia](#); [Coffman, Jill H.](#)
Subject: Kim Tisdale Declaration
Date: Thursday, June 22, 2017 7:46:22 PM
Attachments: [image001.png](#)
[SMCS \(b\)\(6\), \(b\)\(7\)\(C\).dec. signed.pdf](#)

Hi Janay,

Please find attached the declaration from (b) (6), (b) (7)(C). Thanks again for the last minute consideration of this additional supporting evidence.

David Willhoite
Legal Counsel
CNA/NNOC/NNU
tel: 510-273-2275
cell: 510-424-1428
fax: 510-663-4822
www.calnurses.org



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County of Sacramento
State of California

Sutter Medical Center, Sacramento
Case 20-CA-196911 et al.

CONFIDENTIAL WITNESS DECLARATION

I, (b) (6), (b) (7)(C) hereby declare as follows:

I understand that this Declaration will be considered confidential by the United States Government and will not be disclosed unless it becomes necessary for the government to produce this Declaration in connection with a formal proceeding.

1. I am employed as (b) (6), (b) (7)(C) at Sutter Medical Center, Sacramento ("Sutter" or "Hospital"). I have worked as (b) (6), (b) (7)(C) at Sutter since (b) (6), (b) (7)(C). I presently work the night shift in (b) (6), (b) (7)(C) at Sutter. I have been an RN in (b) (6), (b) (7)(C) for approximately (b) (6), (b) (7)(C). Prior to that, I worked in (b) (6), (b) (7)(C) (b) (6), (b) (7)(C).

2. RNs (b) (6), (b) (7)(C) also work as RNs in (b) (6), (b) (7)(C) with me. Having worked alongside (b) (6), (b) (7)(C) in (b) (6), (b) (7)(C) for the past (b) (6), (b) (7)(C) I have come to know each of them well. I know (b) (6), (b) (7)(C) exceptionally well because we both work the same shift (night shift). In all my years working alongside (b) (6), (b) (7)(C) I have never heard anything negative about any of them. I know (b) (6), (b) (7)(C) to be well-respected throughout our unit.

3. I first became involved in the union organizing campaign with the California Nurses Association ("CNA" or "Union") in February 2016. I first learned of the Union campaign through speaking with (b) (6), (b) (7)(C). I know that (b) (6), (b) (7)(C) have also been involved in the Union organizing campaign. Around February 2016, (b) (6), (b) (7)(C) approached myself and a group of nurses on our shift. I do not want to mention their names. They said that they had heard there was going to be a Union meeting for Sutter nurses. They told

the group of us that it was within our rights to attend the Union meeting, but they warned us against signing anything because they said it would be considered a vote.

4. On April 11, 2017, Sutter (b) (6), (b) (7)(C) held a town hall meeting for nurses in (b) (6), (b) (7)(C). Most (b) (6), (b) (7)(C) nurses attended the town hall meeting, including myself, (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) asked the majority of the questions and were the most outspoken among the (b) (6), (b) (7)(C) nurses at the meeting. Many of the nightshift nurses had given questions to (b) (6), (b) (7)(C) for (b) (6), (b) (7)(C) to ask. I know (b) (6), (b) (7)(C) had prepared lists of several questions which they asked at the town hall. Several other nurses also asked one or two questions each. I asked one or two questions as well. I do not remember what I asked. During the meeting, (b) (6), (b) (7)(C) suggested putting up a comments board in the Unit. On that board, nurses were to work together to write down issues and make suggestions as to how to solve them, or how to make improvements in the Unit.

5. After the town hall meeting, I left the room with (b) (6), (b) (7)(C) and clocked out. (b) (6), (b) (7)(C) and I noticed that (b) (6), (b) (7)(C) were standing in the hallway talking with (b) (6), (b) (7)(C) and I approached (b) (6), (b) (7)(C) in the hallway. They were speaking about the best location for the comment board in the Unit. I made a light-hearted comment about suggesting a pizza party. (b) (6), (b) (7)(C) continued talking with (b) (6), (b) (7)(C) about how to best utilize the comment board in an effective manner as (b) (6), (b) (7)(C) had suggested at the town hall meeting. At no point did the conversation seem hostile or aggressive. After a few minutes of listening, I walked about 10 feet away to speak to two other nurses. I don't recall which nurses I was speaking with. While I was talking with the other two nurses, I did not hear any raised voices or detect any signs of aggression coming from the conversation with (b) (6), (b) (7)(C) nearby.

6. After a few more minutes, one of the nurses I was talking to stated that (b) (6), (b) (7)(C) was crying. I turned around and saw (b) (6), (b) (7)(C) crying. (b) (6), (b) (7)(C) then said, "It's not fair, it's not fair, I'm

human too.” (b) (6), (b) (7)(C) then turned and walked off down the hallway toward the elevator. Still standing in the same spot with (b) (6), (b) (7)(C) called to (b) (6), (b) (7)(C) “come back.” (b) (6), (b) (7)(C) shouted, “I don’t want to talk to you,” as (b) (6), (b) (7)(C) leaving. (b) (6), (b) (7)(C) did not chase after (b) (6), (b) (7)(C) exited into an elevator and presumably went upstairs. The rest of the group of nurses looked around at each one another quizzically wondering what had happened. (b) (6), (b) (7)(C) then asked the group whether (b) (6), (b) (7)(C) should go upstairs and try to talk to (b) (6), (b) (7)(C).

7. (b) (6), (b) (7)(C) then went upstairs with (b) (6), (b) (7)(C) to try to talk to (b) (6), (b) (7)(C). I was about to leave when I encountered a co-worker who had been on shift during the town hall meeting. (b) (6), (b) (7)(C) asked me how the town hall went and what had happened during the meeting. I stayed and spoke with (b) (6), (b) (7)(C) for approximately 5 minutes about the town hall. While I was talking to (b) (6), (b) (7)(C) came downstairs, and (b) (6), (b) (7)(C) was crying. (b) (6), (b) (7)(C) told us that (b) (6), (b) (7)(C) was refusing to speak with (b) (6), (b) (7)(C).

8. Two or three days later, I received a call from (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) asked me if I had witnessed any aggressive behavior after the town hall meeting. I said that I had not, and asked (b) (6), (b) (7)(C) to clarify. (b) (6), (b) (7)(C) asked me specifically if I had witnessed any aggressive behavior on the part of (b) (6), (b) (7)(C) towards (b) (6), (b) (7)(C). I told (b) (6), (b) (7)(C) that I did not. I related to (b) (6), (b) (7)(C) what I observed on (b) (6), (b) (7)(C) just as I have in this Declaration. This was the only time management contacted me to ask about the events of that day.

I have read this Confidential Witness Declaration, consisting of 3^{KT} pages, including this page. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on June 22, 2019.

(b) (6), (b) (7)(C)

From: [Marie Walcek](#)
To: [Parnell, Janay](#)
Cc: [Micah Berul](#); [David Willhoite](#)
Subject: Re: Sutter Sacramento
Date: Tuesday, June 27, 2017 7:34:29 PM

Thank you.

Sent from my iPhone

> On Jun 27, 2017, at 4:17 PM, Parnell, Janay <Janay.Parnell@nlrb.gov> wrote:

>

> The deadline is close of business tomorrow.

>

> Janay Parnell

> Field Examiner - Sacramento Resident Agent

> National Labor Relations Board

> 901 Market Street, Suite 400

> San Francisco, CA 94103

>

> Phone: (202) 406-0912

> Fax: (415) 356-5156

>

> -----Original Message-----

> From: Marie Walcek [<mailto:MWalcek@calnurses.org>]

> Sent: Tuesday, June 27, 2017 4:12 PM

> To: Parnell, Janay <Janay.Parnell@nlrb.gov>

> Cc: Micah Berul <MBerul@CalNurses.Org>; David Willhoite <DWillhoite@CalNurses.Org>

> Subject: Sutter Sacramento

>

> Hi Janay,

>

> Just wanted to check in with you on the Union and nurses' timeline for getting back to you on our decision RE dismissal/withdrawal. From our phone call we understood that we would need to get back to you with an answer on that by tomorrow (Wednesday) but one of the nurses said that in (b) (6) phone call with you (b) (6) thought you had said (b) (6) had to respond by today. We think (b) (6) may have just misheard/misunderstood you so we clarified with (b) (6) that (b) (6) doesn't have to get back on that until tomorrow. If that's incorrect please let us know. Otherwise we will be in touch tomorrow.

>

> Thanks,

> Marie

>

> Sent from my iPhone



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 20
901 Market Street, Suite 400
San Francisco, CA 94103-1738

Agency Website: www.nlrb.gov
Telephone: (415)356-5130
Fax: (415)356-5156

June 29, 2017

MARIE K. WALCEK, LEGAL COUNSEL
155 GRAND AVE
OAKLAND, CA 94612

Re: Sutter Medical Center, Sacramento
Case 20-CA-197833

Dear Ms. WALCEK:

We have carefully investigated and considered your charge that Sutter Medical Center, Sacramento has violated the National Labor Relations Act.

Decision to Partially Dismiss: Based on that investigation, I have decided to dismiss the following allegations because there is insufficient evidence to establish that the Employer violated Section 8(a)(1), (3), and (4) of the Act by engaging in the following conduct: (1) placing three employees on administrative leave in retaliation for their protected concerted and/or union activities; (2) disciplining two employees in retaliation for their protected concerted and/or union activities; and (3) terminating an employee in retaliation for (b) (6), (b) (7)(C) protected concerted and/or union activities.

The remaining allegations regarding the Employer's maintenance and enforcement of an unlawful policy that prohibits employees from discussing workplace investigations with their coworkers, and its interrogation of, and threat to, one employee regarding the aforementioned policy will remain subject to further processing.

Your Right to Appeal: You may appeal my decision to the General Counsel of the National Labor Relations Board, through the Office of Appeals.

Means of Filing: An appeal may be filed electronically, by mail, by delivery service, or hand-delivered. To file electronically using the Agency's e-filing system, go to our website at www.nlrb.gov and:

- 1) Click on E-File Documents;
- 2) Enter the NLRB Case Number; and,
- 3) Follow the detailed instructions.

Electronic filing is preferred, but you also may use the enclosed Appeal Form, which is also available at www.nlrb.gov. You are encouraged to also submit a complete statement of the facts and reasons why you believe my decision was incorrect. To file an appeal by mail or delivery service, address the appeal to the **General Counsel at the National Labor Relations Board, Attn: Office of Appeals, 1015 Half Street SE, Washington, DC 20570-0001**. Unless filed electronically, a copy of the appeal should also be sent to me.

The appeal MAY NOT be filed by fax or email. The Office of Appeals will not process faxed or emailed appeals.

Appeal Due Date: The appeal is due on **July 13, 2017**. If the appeal is filed electronically, the transmission of the entire document through the Agency's website must be completed **no later than 11:59 p.m. Eastern Time** on the due date. If filing by mail or by delivery service an appeal will be found to be timely filed if it is postmarked or given to a delivery service no later than July 12, 2017. **If an appeal is postmarked or given to a delivery service on the due date, it will be rejected as untimely.** If hand delivered, an appeal must be received by the General Counsel in Washington D.C. by 5:00 p.m. Eastern Time on the appeal due date. If an appeal is not submitted in accordance with this paragraph, it will be rejected.

Extension of Time to File Appeal: The General Counsel may allow additional time to file the appeal if the Charging Party provides a good reason for doing so and the request for an extension of time is **received on or before July 13, 2017**. The request may be filed electronically through the *E-File Documents* link on our website www.nlrb.gov, by fax to (202)273-4283, by mail, or by delivery service. The General Counsel will not consider any request for an extension of time to file an appeal received after July 13, 2017, **even if it is postmarked or given to the delivery service before the due date**. Unless filed electronically, a copy of the extension of time should also be sent to me.

Confidentiality: We will not honor any claim of confidentiality or privilege or any limitations on our use of appeal statements or supporting evidence beyond those prescribed by the Federal Records Act and the Freedom of Information Act (FOIA). Thus, we may disclose an appeal statement to a party upon request during the processing of the appeal. If the appeal is successful, any statement or material submitted with the appeal may be introduced as evidence at a hearing before an administrative law judge. Because the Federal Records Act requires us to keep copies of case handling documents for some years after a case closes, we may be required by the FOIA to disclose those documents absent an applicable exemption such as those that protect confidential sources, commercial/financial information, or personal privacy interests.

Very truly yours,

/s/

DANIEL J. OWENS
Acting Regional Director

Enclosure

cc: CALIFORNIA NURSES ASSOCIATION (CNA)
155 GRAND AVE
OAKLAND, CA 94612

DAVE CHENEY, CEO
SUTTER MEDICAL CENTER, SACRAMENTO
2825 CAPITOL AVE
SACRAMENTO, CA 95816-5680

JATINDER K. SHARMA, ESQ.
SUTTER HEALTH - OFFICE OF THE GENERAL COUNSEL
2200 RIVER PLAZA DR
SACRAMENTO, CA 95833-4134

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

APPEAL FORM

To: General Counsel
Attn: Office of Appeals
National Labor Relations Board
1015 Half Street SE
Washington, DC 20570-0001

Date:

Please be advised that an appeal is hereby taken to the General Counsel of the National Labor Relations Board from the action of the Regional Director in refusing to issue a complaint on the charge in

Case Name(s).

Case No(s). *(If more than one case number, include all case numbers in which appeal is taken.)*

(Signature)

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
REGION 20
901 MARKET STREET, SUITE 400
SAN FRANCISCO, CA 94103-1735
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MARIE K. WALCEK, LEGAL COUNSEL
155 GRAND AVE
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UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

APPEAL FORM

To: General Counsel
Attn: Office of Appeals
National Labor Relations Board
1015 Half Street SE
Washington, DC 20570-0001

Date: 07/13/17

Please be advised that an appeal is hereby taken to the General Counsel of the National Labor Relations Board from the action of the Regional Director in refusing to issue a complaint on the charge in

Sutter Medical Center, Sacramento

Case Name(s).

20-CA-197833

Case No(s). *(If more than one case number, include all case numbers in which appeal is taken.)*



(Signature)

Marie Walcek, Legal Counsel
California Nurses Association (CNA)
155 Grand Ave.
Oakland, CA 94612
Telephone: 510-433-2742
Facsimile: 51-663-4822
E-mail: mwalcek@calnurses.org

PROOF OF SERVICE

The undersigned hereby declares under penalty of perjury that I am a citizen of the United States, over the age of eighteen years, and not a party to the within action; that my business address is 155 Grand Ave., Oakland, California 94612.

On the date below, I served a true copy of the following document:

APPEAL FORM (20-CA-197833)

Via Electronic Mail addressed as follows:

Jatinder K. Sharma
Sutter Health, Office of the General Counsel
2200 River Plaza Dr.
Sacramento, CA 95833
E-mail: SharmaJ1@sutterhealth.org

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DATED: July 13, 2017

(b) (6), (b) (7)(C)

A large black rectangular redaction box covers the signature area of the document.



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
OFFICE OF THE GENERAL COUNSEL
Washington, DC 20570

July 14, 2017

MARIE K. WALCEK
LEGAL COUNSEL
155 GRAND AVE
OAKLAND, CA 94612

Re: Sutter Medical Center, Sacramento
Case 20-CA-197833

Dear Ms. Walcek:

We have received your appeal and accompanying material. We will assign it for processing in accordance with Agency procedures, which include review of the investigatory file and your appeal in light of current Board law. We will notify you and all other involved parties as soon as possible of our decision.

Sincerely,

Richard F. Griffin, Jr.
General Counsel

A handwritten signature in black ink that reads "Mark E. Arbesfeld". The signature is written in a cursive, flowing style.

By: _____
Mark E. Arbesfeld, Acting Director
Office of Appeals

cc: JILL H. COFFMAN
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS
BOARD
901 MARKET ST STE 400
SAN FRANCISCO, CA 94103-1738

CALIFORNIA NURSES ASSOCIATION
(CNA)
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SACRAMENTO, CA 95816-5680

kh



CALIFORNIA
NURSES
ASSOCIATION

155 Grand Ave
Oakland, CA 94612
phone: 510-273-2200
fax: 510-663-1625

A Voice for Nurses. A Vision for Healthcare
www.calnurses.org

Via NLRB Electronic Filing

July 18, 2017

Richard F. Griffin, Jr., General Counsel
Attn: Office of Appeals
National Labor Relations Board
1015 Half Street SE
Washington, D.C. 20570-0001

Re: *Sutter Medical Center, Sacramento*
Case 20-CA-197833

Dear Mr. Griffin,

The California Nurses Association (“CNA” or “Union”) hereby appeals the decision of the Regional Director of Region 20 to partially dismiss the above-referenced unfair labor practice charge filed against Sutter Medical Center, Sacramento (“Sutter” or “Employer”). This appeal involves a textbook case of an employer wielding unbridled power in the workplace to send an unequivocal message designed to halt a union organizing campaign by firing a high profile union supporter and disciplining two others for exercising their right to speak up on behalf of their coworkers. This case is unusual in three important respects justifying close scrutiny on appeal. First, the Employer falsely accused a (b) (6), (b) (7)(C) registered nurse with a flawless record of engaging in “workplace violence” allegedly directed at (b) (6), (b) (7)(C) – a criminal, or at a minimum, quasi-criminal charge – unsupported by the record. Second, the Region conflated the applicable legal standard, erroneously crediting the Employer’s conclusion based on the Region’s assertion that the Employer conducted a “thorough” and “unbiased” investigation in the face of directly contrary, consistent reports provided by the several staff nurses who were present when the alleged “workplace violence” occurred. Third, the Region deemed certain witnesses to be “neutral” and therefore gave their testimony added weight without any objective supporting evidence, thereby inappropriately making flawed credibility determinations in the investigatory stage.

Specifically, during an initial organizing campaign, the Employer disciplined three primary Union supporters, including terminating (b) (6), (b) (7)(C), alleging that the nurses engaged in workplace violence in the midst of protected, concerted activity (“PCA”). Despite sworn statements from four nurses involved stating that no inappropriate physical or otherwise aggressive misconduct took place, the Region based its decision on the Employer’s supposed good faith investigation, erroneously morphing *Atlantic Steel* and *Wright Line* analysis. Stunningly, the Region saw the Employer’s account of what occurred as more “neutral,” implicitly and improperly rendering credibility determinations of the accounts in the Employer investigation and discounting the contradictory witness statements provided by those nurses directly involved in the alleged incident. For the reasons set forth below, the Decision to Partially

Dismiss must be reversed, or the Region should consider this appeal as a motion for reconsideration in light of the additional evidence and argument set forth in this appeal. Upon a careful review of the evidence, it is abundantly clear that complaint should issue with regard to all allegations in the charge filed by Union and the related charges filed by the individual nurses who were disciplined.

Background

Unfair Labor Practice charges were filed with Region 20 of the National Labor Relations Board ("the Region") by Sutter registered nurses ("RN"s) (b) (6), (b) (7)(C) on April 13, 2017 (Case Nos. 20-CA-196911, 20-CA-196918, 20-CA-196913, respectively), by RN (b) (6), (b) (7)(C) on April 25, 2017 (Case No. 20-CA-197780), and by the Union on April 28, 2017 (Case No. 20-CA-197833) alleging, collectively, that Sutter violated Sections 8(a)(1), 8(a)(3) and 8(a)(4) of the National Labor Relations Act ("the Act") by:

- Placing three employees on administrative leave in retaliation for their protected concerted and/or union activities;
- Disciplining two employees in retaliation for their protected concerted and/or union activities;
- Terminating an employee in retaliation for (b) (6), (b) (7)(C) protected concerted and/or union activities;
- Maintaining and enforcing an unlawful policy prohibiting employees from discussing investigations of alleged employee misconduct and/or discipline of employees;
- Interrogating employees about their protected activities; and/or
- Threatening employees with reprisals for their protected activities.

The allegations were supported by the affidavit testimony of RNs (b) (6), (b) (7)(C), (b) (7)(D), (b) (6), (b) (7)(C), (b) (7)(D) as well as (b) (6), (b) (7)(C), (b) (7)(D), and all of the documentary evidence attached thereto. The allegations were also supported by the sworn declarations of RNs (b) (6), (b) (7)(C). The Employer provided no objective evidence to refute the charges. Rather, the Employer provided the Region with a copy of its own internal investigation documents, which included third-hand hearsay accounts of what the Employer concluded to be "workplace violence," as reported and documented by the Employer's direct agents. According to the Region, several accounts as reported by the Employer contradicted the sworn statements of (b) (6), (b) (7)(C), (b) (7)(D), (b) (6), (b) (7)(C). The Employer further claimed that it had no knowledge of any of the (b) (6), (b) (7)(C) involvement in or support of any Union organizing efforts at the facility. This claim was directly rebutted by sworn testimony provided in support of the charge.

On June 29, 2017, the Region issued a partial dismissal of those allegations based on the disciplines of (b) (6), (b) (7)(C). In its dismissal letter the Region stated that there was insufficient evidence to establish that the Employer engaged in the following conduct: (1) placing three employees on administrative leave in retaliation for their protected concerted and/or union activities; (2) disciplining two employees in retaliation for their protected concerted and/or union activities; and (3) terminating an employee in retaliation for (b) (6), (b) (7)(C) protected concerted and/or union activities. The remaining allegations regarding the Employer's maintenance and

enforcement of an unlawful policy prohibiting employees from discussing workplace investigations with their coworkers, and its interrogation of and threats to RN (b) (6), (b) (7)(C) regarding the aforementioned policy were found meritorious and remain subject to further processing.

Statement of Facts

With deteriorating working conditions creating unsafe staffing assignments among a host of other serious workplace issues, nurses in the (b) (6), (b) (7)(C) at Sutter Sacramento began in recent years to increase collective efforts to improve working conditions and advocate for better staffing, patient safety, and communication with management. Sutter (b) (6), (b) (7)(C) RNs (b) (6), (b) (7)(C) rose as known leaders in their unit, gathering grievances from coworkers and bringing collective concerns to management in an attempt to better the working conditions in the unit.

They advocated via meetings and letters to their managers and even reported the hospital's unsafe practices to the State Department of Public Health, which stepped in temporarily to address unsafe staffing, but the (b) (6), (b) (7)(C) nurses' concerns were ignored by management. The ratio of nurses to patients remained at unsafe levels, and nothing was done to coordinate the assignments of patients to nurses in a way that made sense given the physical space in which the unit operates. With these serious concerns going unaddressed, (b) (6), (b) (7)(C) reached out to CNA in early 2016 to discuss the potential for unionization at the facility. (b) (6), (b) (7)(C) discussed these issues and the potential for union representation with (b) (6), (b) (7)(C) colleagues, including (b) (6), (b) (7)(C) quickly became established and recognized leaders in the effort, regularly meeting with CNA organizers, attending meetings, and talking to coworkers about unionizing.

(b) (6), (b) (7)(C) leadership in these areas did not go unnoticed by Sutter. Sutter targeted (b) (6), (b) (7)(C) in particular. At least as far back as January of this year, Sutter began a concerted campaign to discredit (b) (6), (b) (7)(C) actions on behalf of the Union organizing campaign. On or around January 31, 2017, (b) (6), (b) (7)(C) expressly told (b) (6), (b) (7)(C) that Sutter management already knew all about (b) (6), (b) (7)(C) Union involvement. (See Confidential Witness Declaration of (b) (6), (b) (7)(C) dated June 20, 2017, at ¶¶ 3-4.) (b) (6), (b) (7)(C) went on to state that the Union paid (b) (6), (b) (7)(C) for (b) (6), (b) (7)(C) activities, an absolute falsehood and a clear attempt by management to actively discredit (b) (6), (b) (7)(C) and undermine the Union efforts more broadly. Sutter would later go on to claim that at the time of (b) (6), (b) (7)(C) termination and (b) (6), (b) (7)(C) disciplines, that management had no knowledge of the involvement of those disciplined in any union organizing campaign, a flat out lie given the testimony in (b) (6), (b) (7)(C) declaration.

With management becoming increasingly aware of the discontent in (b) (6), (b) (7)(C) and of the nurses' discussions of unionization, newly appointed (b) (6), (b) (7)(C) announced a town hall event to be held in the unit on (b) (6), (b) (7)(C) 2017 to discuss concerns and attempt to quell the organized efforts of the nurses to improve working conditions and patient safety in the unit. At

(b) (6), (b) (7)(C), (b) (7)(D)

(See Affidavit of (b) (6), (b) (7)(C), (b) (7)(D) dated (b) (6), (b) (7)(C), (b) (7)(D) Affd.) at pp. 9-12.) (b) (6), (b) (7)(C), (b) (7)(D)

(b) (6), (b) (7)(C), (b) (7)(D)

(See Affidavit of (b) (6), (b) (7)(C), (b) (7)(D) dated (b) (6), (b) (7)(C), (b) (7)(D) Affd.) at pp.3-4.) (b) (6), (b) (7)(C), (b) (7)(D)

(See Confidential Witness Affidavit of (b) (6), (b) (7)(C), (b) (7)(D) dated (b) (6), (b) (7)(C), (b) (7)(D) Affd.) at pp.8-9.)

(b) (6), (b) (7)(C), (b) (7)(D)

Affd. at pp 12-13.) (b) (6), (b) (7)(C), (b) (7)(D)

Affd. at 13; (b) (6), (b) (7)(C), (b) (7)(D) Affd. pp. 4-6; (b) (6), (b) (7)(C), (b) (7)(D) Affd. at p. 10; Confidential Witness declaration of (b) (6), (b) (7)(C) dated (b) (6), (b) (7)(C) pp. 1-2.)

(b) (6), (b) (7)(C), (b) (7)(D)

Affd., p. 6), (b) (6), (b) (7)(C), (b) (7)(D)

(b) (6), (b) (7)(C), (b) (7)(D)

Affd. at 13.) (b) (6), (b) (7)(C), (b) (7)(D)

(b) (6), (b) (7)(C), (b) (7)(D)

Affd., pp.13-14.)

The next day, (b) (6), (b) (7)(C) were each called in to speak with management separately. Management questioned the nurses about their conversation the day prior with (b) (6), (b) (7)(C) and handed each nurse paperwork informing them that they were being placed on unpaid leave pending an investigation into an absurd allegation of workplace violence. The nurses consistently denied that any aggressive behavior or misconduct took place and implored Sutter to review any and all surveillance footage from the day prior to clear their names. Sutter paid little mind to the accounts of these (b) (6), (b) (7)(C) RNs without any prior incidents of misconduct, let alone "violence." And in added insult, Sutter unlawfully prohibited the nurses from speaking with any of their colleagues about their unprecedented disciplinary investigation. In enforcing this unlawful policy, the Employer went so far as to interrogate and threaten an uninvolved nurse, (b) (6), (b) (7)(C), for discussing what (b) (6), (b) (7)(C) had heard of the disciplines with (b) (6), (b) (7)(C) coworkers. (See Confidential Witness declaration of (b) (6), (b) (7)(C) dated (b) (6), (b) (7)(C)). Stunned at the egregious accusations, each of the nurses filed an unfair labor practice charge with the National Labor Relations Board ("NLRB"). Days later, Sutter terminated (b) (6), (b) (7)(C) and placed (b) (6), (b) (7)(C) on a corrective action plan equivalent to a last chance agreement.

(b) (6), (b) (7)(C), (b) (7)(D)

(See Supplemental Confidential Witness Affidavit of (b) (6), (b) (7)(C), (b) (7)(D) dated (b) (6), (b) (7)(C), ("Supp. (b) (6), (b) (7)(C), (b) (7)(D) Affd."), Exhibit 1.) (b) (6), (b) (7)(C), (b) (7)(D)

A fourth nurse who was also involved in the conversation, (b) (6), (b) (7)(C), additionally provided a sworn declaration that was included in the initial Board investigation describing what (b) (6), (b) (7)(C) observed about the incident that led to the disciplines and termination. (See Confidential Witness Declaration of (b) (6), (b) (7)(C) dated (b) (6), (b) (7)(C).) (b) (6), (b) (7)(C) said that (b) (6), (b) (7)(C) approached the circle and made a lighthearted suggestion to conduct a pizza party. After listening to the conversation for a few minutes, (b) (6), (b) (7)(C) then walked about ten feet away to talk to two other nurses and relayed that, "[a]t no point did the conversation seem hostile or aggressive." (b) (6), (b) (7)(C) states that after a few minutes, one of the nurses (b) (6), (b) (7)(C) was talking to observed that (b) (6), (b) (7)(C) was crying. (b) (6), (b) (7)(C)

then heard (b) (6), (b) (7)(C) say, "It's not fair, it's not fair. I'm human too." (b) (6), (b) (7)(C) observed (b) (6), (b) (7)(C) turn and walk away and heard (b) (6), (b) (7)(C) call to (b) (6), (b) (7)(C) to "come back." (b) (6), (b) (7)(C) shouted, "I don't want to talk to you" in response. (b) (6), (b) (7)(C) was called by (b) (6), (b) (7)(C) office a few days later and questioned by phone about whether (b) (6), (b) (7)(C) had observed any aggressive behavior against (b) (6), (b) (7)(C) by (b) (6), (b) (7)(C) after the town hall meeting. (b) (6), (b) (7)(C) said that (b) (6), (b) (7)(C) had not and described the incident "just as (b) (6), (b) (7)(C) had] in this Declaration."

A fifth nurse, (b) (6), (b) (7)(C) provided new evidence in the form of a Confidential Witness Declaration on July 10, 2017, after the Region's decision to dismiss the Union's charge, swearing under penalty of perjury that (b) (6), (b) (7)(C) was in very close proximity to the conversation in question. **That new evidence is submitted hereto as Exhibit 1.** (b) (6), (b) (7)(C) states that while "the conversation seemed passionate," "[t]here was no yelling or touching going on and there was nothing about the conversation that (b) (6), (b) (7)(C) observed that made (b) (6), (b) (7)(C) concerned or worried." As (b) (6), (b) (7)(C) waited for a coworker near the ongoing conversation, (b) (6), (b) (7)(C) heard the (b) (6), (b) (7)(C) raise (b) (6), (b) (7)(C) voice, "but did not hear anyone else with a raised voice." (b) (6), (b) (7)(C) was not interviewed by Sutter prior to Sutter's decision to terminate (b) (6), (b) (7)(C) and issue serious discipline to (b) (6), (b) (7)(C). Notably, the Employer's attorney met with Nurse (b) (6), (b) (7)(C) on (b) (6), (b) (7)(C) to ask (b) (6), (b) (7)(C) what (b) (6), (b) (7)(C) observed and s/he recounted precisely what is contained in (b) (6), (b) (7)(C) Declaration filed herewith. Sutter's attorney specifically asked (b) (6), (b) (7)(C) whether (b) (6), (b) (7)(C) observed any physical touching and whether (b) (6), (b) (7)(C) observed any conduct that would have made it difficult for the (b) (6), (b) (7)(C) to extricate (b) (6), (b) (7)(C) from the conversation and (b) (6), (b) (7)(C) answered both questions in the negative. At (b) (6), (b) (7)(C) request, (b) (6), (b) (7)(C) also recounted for him precisely who was present so that he could conduct a thorough investigation, though Sutter made no move to change its course of discipline upon hearing this additional exonerating evidence.

(b) (6), (b) (7)(C), (b) (7)(D)

(See Exhibit 5 to (b) (6), (b) (7)(C), (b) (7)(D) Affd.at p. 2.)

(b) (6), (b) (7)(C), (b) (7)(D)

Following the issuance of disciplines for (b) (6), (b) (7)(C) and termination of (b) (6), (b) (7)(C) the Union filed the charge in Case 20-CA-197833, alleging Section 8(a)(1), (3), and (4)

violations based on the unlawful disciplines and termination of (b) (6), (b) (7)(C) the maintenance and enforcement of an unlawful policy prohibiting employees from discussing workplace investigations, and the interrogation and threats made to (b) (6), (b) (7)(C) regarding the aforementioned policy.

The targeted discipline of (b) (6), (b) (7)(C) was clearly retaliatory and a shameless, blatant affront on core Section 7 rights in an attempt to ruthlessly suppress collective organization. These nurses, with a combined (b) (6) years at Sutter, all had spotless records and stellar evaluations. Their reputations in the hospital were all as exemplary nurses and compassionate advocates for the hospitals smallest, most vulnerable patients. Sutter's pernicious actions have sullied the reputations of these nurses and threatened their very livelihoods. The organizing campaign at the facility is also now under serious threat, as news quickly spread of (b) (6), (b) (7)(C) termination and (b) (6), (b) (7)(C) disciplines. (See Union position statement requesting Section 10(j) relief and accompanying evidence in the Regional Casefile.)

(b) (6), (b) (7)(C), (b) (7)(D)

(See Confidential Witness Affidavit of (b) (6), (b) (7)(C), (b) (7)(D) dated (b) (6), (b) (7)(C), (b) (7)(D) at p. 6-7.)

(See Confidential Witness Affidavit of (b) (6), (b) (7)(C), (b) (7)(D), dated (b) (6), (b) (7)(C), (b) (7)(D)). Even worse, with the Region's move to dismiss these most serious affronts, nurses throughout the hospital now feel as though they have no recourse for even the most blatant retaliatory attacks and are therefore more frightened than ever to engage in what are supposed to be protected activities.

As described below, the Region erred in its partial dismissal of the charges outlined above. The impact this error has had on this crucial stage in the organizing campaign cannot be understated. It is imperative that this improper dismissal be reversed so that these nurses can be vindicated and the severe chill at the facility can be addressed.

Analysis

I. The Region Improperly Relied on the Employer's "Good Faith" Investigation

Where an employer has discharged or disciplined an employee because of alleged misconduct in the course of protected activity, the applicable standard for determining whether the disciplinary action(s) are unlawful is set forth in *NLRB v. Burnup & Sims. See Taylor Motors, Inc. & Am. Fed'n of Gov't Employees (Afge), Afl-Cio, Local 2022*, 365 NLRB No. 21 (2017).

The Union and (b) (6), (b) (7)(C) nurses have consistently maintained that neither (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) engaged in any misconduct that could warrant Employer discipline. While the Union acknowledges the Employer's stated reasons for discipline and termination, namely that (b) (6), (b) (7)(C) acted "aggressively" toward (b) (6), (b) (7)(C), each of the involved (b) (6), (b) (7)(C), (b) (7)(D) sworn affidavits, in addition to the sworn declarations of witnesses (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)¹, directly refute the accounts put forward by Sutter. The Region, in making its determination, incorrectly placed emphasis on the Employer's "thorough" and supposedly "unbiased" investigation. This led the Region to conclude that whether or not misconduct actually occurred, the Employer had a reasonable belief that such misconduct occurred and as such was justified in its issuance of the disciplines and termination. However, this misguided standard of review is not supported by any applicable case law or accepted Board analysis.

It is clearly established that the alleged misconduct of (b) (6), (b) (7)(C) occurred during the course of protected, concerted activity ("PCA"). To the Union's knowledge, the Employer has not disputed this fact² and regardless, the Region has acknowledged that the evidence clearly demonstrates that the alleged misconduct that was the basis of the disciplines and termination occurred during the course of recognized and undeniable PCA. As such, the Region should have first applied the appropriate *Burnup & Sims* analysis, which holds that an Employer violates section 8(a)(1) if it disciplines or discharges an employee for misconduct arising out of a protected activity when it can be shown that the misconduct never occurred. *NLRB v. Burnup & Sims, Inc.*, 379 U.S. 21, 23, 85 S. Ct. 171, 172, 13 L. Ed. 2d 1 (1964) (citing *Mid-Continent Petroleum Corp.*, 54 NLRB 912, 932—934; *Standard Oil Co.*, 91 NLRB 783, 790—791; *Rubin Bros. Footwear, Inc.*, 99 NLRB 610, 611.) Under the *Burnup & Sims* analysis, "8(a)(1) is violated if it is shown that the discharged employee was at the time engaged in a protected activity, that the employer knew it was such, that the basis of the discharge was an alleged act of misconduct in the course of that activity, and that the employee was not, in fact, guilty of that misconduct." *Ibid.*

Relevant to the atmosphere created at Sutter since the disciplines and termination of nurses engaged in what are supposed to be protected activities, the Court in *Burnup & Sims* explained the rationale for this rule as follows:

The rule seems to us to be in conformity with the policy behind s 8(a)(1). Otherwise the protected activity would lose some of its immunity, since the example of employees who are discharged on false charges would or might have a deterrent effect on other employees. Union activity often engenders strong emotions and gives rise to active rumors. A protected activity acquires a precarious status if innocent employees can be discharged while engaging in it, even though the employer acts in good faith. It is the tendency of those discharges to weaken or destroy the s 8(a)(1) right that is controlling.

Burnup & Sims, 379 U.S. 21, 23. As demonstrated in the affidavits provided by the Union,

¹ The sworn declaration of (b) (6), (b) (7)(C) is attached hereto as Exhibit 1. (b) (6), (b) (7)(C) declaration was not procured during the initial investigation because the Region insisted that it did not need any additional evidence to support the charges during the investigatory stage.

² It is worth noting that even if the Employer were to claim that it was unaware that (b) (6), (b) (7)(C) were engaged in PCA, such lack of knowledge would not affect the *Burnup & Sims* analysis. See, e.g., *NLRB v. Ideal Dyeing & Finishing Co.*, 956 F.2d 1167 (9th Cir. 1992) (holding that Employer was liable for discharging employee during the course of PCA even if the Employer was unaware that employee was engaged in PCA at the time).

particularly from CNA (b) (6), (b) (7)(C), there has already been such a deterrent effect on other employees. This is doubly so since the Region improperly dismissed the charges related to disciplines and termination for engaging in Section 7 activity.

The appropriate *Burnup & Sims* analysis makes clear that an Employer's investigation and findings, even if "thorough," "unbiased," and in good faith, in no way shields the Employer from a finding of a violation of the Act. "[T]he employer's good faith is simply not relevant if the misconduct did not occur." *Shamrock Foods Co. v. NLRB*, 346 F.3d 1130 (2003). Further, "*Burnup* requires no showing of the employer's anti-union hostility for the commission of an unfair labor practice." *Webco Indus., Inc. v. N.L.R.B.*, 217 F.3d 1306, 1313 (10th Cir. 2000). The Region, in express communication with the Union regarding its reasoning for partial dismissal, made clear that the focus of the decision was not on the Region's own investigation into the underlying facts regarding the alleged misconduct, but rather on its analysis of the Employer's investigation, concluding that because the Employer's investigation appeared to be "thorough" and "unbiased," the Employer could not be found to be in violation of the Act. This disturbing analysis completely subverts the long-standing and applicable standards set forth in *Burnup & Sims* and its related progeny. The Region's analysis as explained to the Union when soliciting withdrawals of the allegations now on appeal, in essence erroneously morphs *Burnup & Sims* with *Wright Line*. Accepting for a moment the Region's conclusion that the Employer's investigation was thorough and unbiased, which as described in greater detail in Section IV below is wholly unsupported, the Region should still have then conducted its own independent investigation, taking voluntary affidavits and subpoenaing affidavit testimony where necessary, and examining the evidence produced to make a determination regarding whether the alleged misconduct did in fact occur. To the extent the Region may have done so and made credibility determinations that the misconduct did in fact occur, it erred, and the Regional Director should have issued complaint, leaving it to an administrative law judge to resolve credibility disputes.

Even if the Region were convinced through its own independent investigation, separate and apart from the Employer's allegedly "good faith" investigation, that some misconduct did occur on the part of (b) (6), (b) (7)(C), in applying the appropriate *Burnup & Sims* analysis, the Region should then have assessed whether that misconduct was so serious as to lose protection of the Act. Before an administrative law judge, General Counsel would be tasked with showing that *either* the misconduct did not occur *or* that it was not serious enough to forfeit the protection of the Act and to warrant the discipline imposed. *Consolidated Communications, Inc. v. NLRB*, 837 F.3d 1, 8 (D.C. Cir. 2016) (emphasis added). In assessing whether such alleged misconduct might be serious enough to lose protection of the Act, the analysis should then, and only then, turn to the four-factor test laid out in *Atlantic Steel Co.*, 245 NLRB 814 (1979). See *King Soopers, Inc. v. NLRB*, 859 F.3d 23 (D.C. Cir. 2017) (holding that the NLRB properly applied the *Atlantic Steel* factors in determining level of misconduct within the appropriate framework of *Burnup & Sims*).

In determining whether misconduct occurred, and if so, whether that misconduct was serious enough to forfeit the protection of the Act and to warrant the discipline imposed, the Region is obliged to rely on its own investigations, including affidavits, statements, and other

evidence therein. The Region expressly acknowledged to the Union that its investigation did not disclose any objective evidence to refute the sworn testimony of those (b) (6), (b) (7)(C) directly involved in the alleged "incident" who consistently stated that (b) (6), (b) (7)(C) in no way acted inappropriately. Rather, the Region expressed that the evidence produced created a "he said, she said" scenario, where the consistent testimony of the (b) (6), (b) (7)(C) directly involved, including (b) (6), (b) (7)(C), who was part of the conversation but was not disciplined, was contradicted by the reports in the Employer's investigation and potentially by affidavit testimony of other Employer-provided witnesses. As explained below, in such a scenario with a clash of testimonies and the case therefore turning primarily on credibility resolutions, such resolutions must necessarily be resolved by a trier of fact, not in the preliminary Board investigatory process. *See, e.g., Shamrock Foods Co.*, 346 F.3d at 1133.

II. Absent Objective Evidence, All Credibility Determinations Should Be Made by the Trier of Fact

It is well established that credibility determinations are reserved for the trier of fact. The ULP Casehandling Manual, Section 10064 and GC Memorandum 09-06 assert that Regional Offices are only to resolve conflicting factual accounts of witness testimony when objective compelling documentary evidence exists to support such a finding:

Regional Offices are expected to resolve factual conflicts only on the basis of compelling documentary evidence and/or an objective analysis of the inherent probabilities in light of the totality of the relevant evidence... If, after applying the principles set forth above, the Regional Office is unable to resolve credibility conflicts *on the basis of objective evidence* regarding matters which would affect the Regional Office's merit determination, a complaint should issue, absent settlement.

NRLB Casehandling Manual Part I: Unfair Labor Practice Proceedings, Section 10064 (emphasis added).

In the handling of the investigation and making its merit determinations, the Region stopped short of following the guidance of the Casehandling Manual and the General Counsel Memo in several important regards. First and foremost, according to both Field Examiner and Field Examiner Supervisor handling the investigation, the Region decided to give more weight to the testimony of witnesses proffered by the Employer by deeming them "neutral." In their explanation, they insisted that those witnesses not directly involved in the conversation in question were somehow more "neutral" than those who were involved in the conversation. The labeling of some witnesses as more "neutral" than others is in-and-of-itself a credibility determination inappropriately assigned by the Region in this investigatory stage. Further, even following that flawed logic, the Region ignored the fact that there were additional witnesses who were not directly involved in the conversation and who could have provided affidavits. The Region improperly concluded that those additional witnesses need not be pursued because it had already incorrectly determined that the Employer's investigation alone was unbiased and thorough and therefore no violation could have occurred. Through this reasoning the Region concluded that irrespective of the PCA and union activity that the Employer would have taken the same actions, mistakenly morphing its analysis with *Wright Line*.

(b) (6), (b) (7)(C) a RN witness to the “incident,” was mentioned in numerous affidavits and was interviewed by Sutter HR by phone (though (b) (6), (b) (7)(C) was never presented with a statement to review). Faced with an admitted “he said, she said” scenario, the Region did not think it necessary to take an affidavit from Tisdale. Despite repeated queries by CNA, the Region assured the Union that it did not need any more evidence. Because the Agenda was imminent and the schedules of (b) (6), (b) (7)(C) and the investigating Board Agent conflicted, CNA provided the Region with an unsolicited declaration, in which (b) (6), (b) (7)(C) states that (b) (6), (b) (7)(C) did not witness any threats, physical violence or hostile behavior. The Region, however, made yet another improper credibility determination of (b) (6), (b) (7)(C) provided testimony. The Region deemed (b) (6), (b) (7)(C) to be a “non-neutral” witness because (b) (6), (b) (7)(C) at one point engaged in the conversation with (b) (6), (b) (7)(C), even though (b) (6), (b) (7)(C) stepped away from the conversation and was standing nearby when the alleged misconduct occurred, and because (b) (6), (b) (7)(C) is “good friends” with (b) (6), (b) (7)(C). Firstly, as mentioned above, this type of credibility determination by field investigators at this stage in the NLRB process is wholly inappropriate and flies in the face of long-established procedural guidelines, board decisions, and case law. “[A]dministratively resolving credibility conflicts [should] only [take place] where documentary or other objective evidence is the basis for doing so. If such evidence is not available, the issue of credibility is best resolved through a formal hearing where the testimony of witnesses is subject to cross-examination.” GC Memorandum (March 5, 1976). Secondly, if anything, the Region should have afforded (b) (6), (b) (7)(C) testimony the most weight, given (b) (6), (b) (7)(C) vulnerable position as a current employee testifying adversely to (b) (6), (b) (7)(C) employer. *See, e.g., Formed Tubes, Alabama*, 211 NLRB 509, 511 (1974) (holding that the testimony of those employees who were in the vulnerable position as current employees testifying adversely to their employer was entitled to added support).

RN (b) (6), (b) (7)(C) is another witness to the conversation in question from whom the Region did not pursue testimony, even though (b) (6), (b) (7)(C) meets the Region’s arbitrary standard of a “neutral” witness. (b) (6), (b) (7)(C) was not directly involved in the conversation between (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C). However, (b) (6), (b) (7)(C) did walk down the hallway passing them in conversation. In fact, (b) (6), (b) (7)(C) was walking with (b) (6), (b) (7)(C) who was directly interviewed by the Employer in the course of their investigation. As discussed in greater detail below, the Employer did not bother to interview (b) (6), (b) (7)(C) until well after the decision was made to terminate (b) (6), (b) (7)(C) and seriously discipline (b) (6), (b) (7)(C). Perhaps more disturbingly, however, is that the Region did not deem it necessary to speak with (b) (6), (b) (7)(C) as part of their investigation, either. The Region never asked the Union for (b) (6), (b) (7)(C) contact information, to help facilitate a voluntary affidavit, nor did the Region seek to subpoena (b) (6), (b) (7)(C) for (b) (6), (b) (7)(C) testimony. The Union continued to pursue all potential relevant evidence despite the Region’s assertion that no further evidence was required for determinations on the allegations. After the Region’s partial dismissal, the Union was able to secure a sworn declaration from (b) (6), (b) (7)(C), attached hereto as Exhibit I. (b) (6), (b) (7)(C), like nearly every other witness to the “incident,” confirmed that (b) (6), (b) (7)(C) did not witness any aggressive or worrisome behavior on the part of (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) did not hear (b) (6), (b) (7)(C) raise their voices, (b) (6), (b) (7)(C) did not see them in any way restrain (b) (6), (b) (7)(C) from exiting the conversation, and (b) (6), (b) (7)(C) did not witness any kind of behavior that could be considered aggressive or cause for concern.

Additionally, (b) (6), (b) (7)(D) was with (b) (6), (b) (7)(C) both before and after the incident, and (b) (6), (b) (7)(C) did not express concern about any unprofessional behavior on the part of (b) (6), (b) (7)(C).

The sheer fact that the Region decided that any witnesses were somehow more neutral than others is itself a credibility determination reserved for the trier of fact. There is no objective evidence present in this case, such as video surveillance footage, that would permit the Region to resolve a credibility conflict in the case of conflicting testimony, whether through affidavit or in the Employer's own internal investigation. Nevertheless, the Region did just that. Furthermore, contrary to the GC Memo 09-06, the Region does not appear to have weighted the severity of both the allegations and the severity of the consequences in deeming a resolution to the credibility conflict by an ALJ unnecessary. Here the Employer alleged something quite serious, i.e. workplace violence on the part of an RN against (b) (6), (b) (7)(C). Such an allegation could endanger an RN's licensure and hence (b) (6), (b) (7)(C)'s livelihood. This fact should weigh in favor of issuance of complaint. However, the Region implicitly concluded that the investigation of a union-busting, ULP-committing hospital was thorough and unbiased, and the subordinate witness (b) (6), (b) (7)(C) who provided testimony favorable to Sutter were uncoerced. Despite the fact that such a good faith investigation determination is irrelevant in a *Burnup & Sims* analysis, the Region misapplied the standard of the case it did apply.

Under an *Atlantic Steel* analysis, which the Region did undertake, the standard does not make room for a "good faith" determination about an employer's investigation, but rather rests on an objective analysis of the facts of the alleged incident. Or as phrased in GC Memo 09-06, "an objective analysis of the inherent probabilities in light of the totality of the relevant evidence." Upon examination, the inherent probabilities in light of the totality of the relevant evidence should point decidedly towards the credibility of the RNs involved, sufficient for resolution by an ALJ to reach upon issuance of complaint.

A review of the totality of the relevant evidence shows this to be so: the incident took place between 3 RNs with a total of (b) (6), (b) (7)(C) of combined experience at Sutter, each with spotless records and glowing evaluations from Sutter. All 3 RNs had been engaged in PCA with the highest levels of hospital management only minutes before. They were at the time of the incident engaged in PCA concerning the same long-standing and important working-condition issue that had largely been the impetus behind the organizing campaign, i.e. nurse-to-patient ratios and the Employer's continual violation of the law in that regard. The RNs, again only minutes earlier, had been instructed by (b) (6), (b) (7)(C) to discuss with their supervisors the issues, including ratios, they had raised in the town hall. (b) (6), (b) (7)(C) was told by numerous other nurses that Sutter was aware of (b) (6), (b) (7)(C)'s organizing efforts on behalf of the Union. Sutter management spoke directly with (b) (6), (b) (7)(C) colleagues, such as RN (b) (6), (b) (7)(C) about Sutter's knowledge of (b) (6), (b) (7)(C) Union involvement and attempted to dissuade nurses from following (b) (6), (b) (7)(C) unionization efforts by lying about (b) (6), (b) (7)(C)'s role in the Union. (b) (6), (b) (7)(C) department, (b) (6), (b) (7)(C), was one of the strongest areas of support for the Union in the hospital. Sutter denied its knowledge of (b) (6), (b) (7)(C) Union involvement, which was a proven lie.

Reviewing the evidence and the totality of the circumstances, which scenario would an

objective analysis project in probabilistic terms? That a (b) (6), (b) (7)(C) RN (b) (6), (b) (7)(C) with numerous character witnesses lined up behind (b) (6), (b) (7)(C) advocating for issues of concern to all nurses in the (b) (6), (b) (7)(C) and indiscreetly organizing for union representation would assault and threaten a (b) (6), (b) (7)(C) in public thereby endangering (b) (6), (b) (7)(C) career and the campaign? Or that a hospital chain, which has fought tooth-and-nail every organizing campaign CNA has engaged in at its hospitals would do whatever it takes to prevent its flagship campus from unionizing, up to and including taking advantage of a situation where (b) (6), (b) (7)(C) became unreasonably emotional during a conversation to terminate a known (b) (6), (b) (7)(C) to chill the campaign, knowing from experience that even if a ULP complaint were to issue, the only consequence would be reinstatement. An objective analysis of the totality of evidence and circumstances should lead to the issuance of complaint to allow a trier of fact to make credibility determinations based on witness testimony and demeanor under oath and with the opportunity for cross examination.

The Union cannot stress strongly enough that by all appearances, the Region has made a two-fold credibility determination in the absence of any objective, non-circumstantial evidence. First it determined the Employer's witnesses were more "neutral" than the Charging Parties' witnesses. Second, it then determined that those witnesses' testimonies and the Employer-conducted investigation was more credible than 4 RNs with approximately (b) (6), (b) (7)(C) of combined experience at Sutter, all with spotless disciplinary records and stellar evaluations. As CNA emphasized in its June 6 position statement for 10(j) injunctive relief, this is a classic nip-in-the-bud termination of (b) (6), (b) (7)(C), and discipline of other supporters, during the groundswell of an organizing campaign³. Coupled with the fact that the nurses were engaged at the time of the incident in hallmark PCA, it is clear that the Region should have put this before an ALJ rather than dismiss these very serious charges in deference to an in-house employer investigation.

The standard of the Board in this regard clearly weighs in favor of such credibility resolutions being made by the trier of fact:

The Board in *Union Carbide Building Co.*, 276 NLRB 1410 (1985), quoted approvingly the language of Administrative Law Judge Joan Weider, in regarding a possible standard for measuring the General Counsel's obligations in this respect. The judge found that the credibility issues "were not of such patent clarity as to be readily susceptible of resolution without resort to the crucible like testing of an evidentiary hearing. None of the key witnesses was shown to be patently or obviously incredible prior to the issuance of

³ It is worth noting that despite the Union's repeated emphasis of the severity of these disciplines and termination and the devastating impact on the organizing campaign, (b) (6), (b) (7)(C) related to the Union that in the Field Examiner's call to (b) (6), (b) (7)(C) regarding dismissal of (b) (6), (b) (7)(C) charge, (b) (6), (b) (7)(C) implored the Field Examiner to reconsider given the ruinous impact this decision would have on the organizing campaign. The Field Examiner casually responded that (b) (6), (b) (7)(C) could always appeal if (b) (6), (b) (7)(C) disagreed with the decision. When (b) (6), (b) (7)(C) pushed back that the tremendous chill created by these unlawful acts coupled with this unjust dismissal could kill the organizing campaign altogether before a decision on appeal might ever come through, the Field Examiner responded, "Huh, I hadn't thought of that." This callous disregard for the seriousness of the charges and the intensified chill on the organizing campaign again reveals the inadequacies of the Region's investigation and the error of the decision to partially dismiss these allegations.

complaint.” Id. at 1412. The Board, as noted, quoted Judge Weider’s language in affirming her decision that the General Counsel’s position was substantially justified.

Supershade Corp. 280 NLRB 1213, 1214 (1986).

Here it is appropriate as suggested by *Union Carbide*, to analyze whether the credibility issues presented herein were “of such patent clarity” as to be readily susceptible of resolution without a hearing. The Region should clearly have found that they were not. As such, the Region should have issued complaint so that credibility determinations could have properly been made based on testimonial evidence of live witnesses before an administrative law judge who would have the opportunity to observe their demeanor and thus properly make appropriate credibility resolutions. See *Webco Indus., Inc. v. NLRB*, 217 F.3d 1306, 1315 (10th Cir. 2000) (citing *Eastern Eng’g & Elevator Co. v. NLRB*, 637 F.2d 191, 197 (3d Cir.1980)).

III. Under *Atlantic Steel* Analysis, the Action of (b) (6), (b) (7)(C) were Not So Opprobrious as to Lose Protection Under the Act

As explained above, it is undisputed that (b) (6), (b) (7)(C) were engaged in PCA in their discussion with (b) (6), (b) (7)(C) that led to their discipline. That communication was wholly about improving communication with management and addressing key workplace issues, including nurse-to-patient ratios that have been a key underpinning of the (b) (6), (b) (7)(C) nurses’ concerns with working conditions. Even if the Region concluded that it could not establish that no misconduct took place, it should then ask whether the misconduct was so egregious as to forfeit the protection of the Act under the four-factor test set forth in *Atlantic Steel*.

Indeed, Sutter surely argued that, although engaged in obvious PCA, (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) lost protection under the Act by their allegedly pejorative conduct. As General Counsel is well aware, in *Atlantic Steel*, the Board established a four-factor test to determine whether employee misconduct that occurs during the course of otherwise protected activity is so opprobrious as to lose protection under the Act. 245 NLRB 814, 816 (1979). The four factors are: 1) the place of the discussion; 2) the subject matter of the discussion; 3) the nature of the employees’ outburst; and 4) whether the outburst was provoked by the employer’s unfair labor practice. *Ibid.* *Atlantic Steel* also contemplates the employee’s past record. Id. at 817.

In the instant case, the conduct of (b) (6), (b) (7)(C) cannot be construed, even under the most negative interpretation of their actions, as so opprobrious as to lose protection under the Act. To the first factor, where remarks are made in a work area in front of other employees, such facts would weigh against finding that the statements and/or conduct were protected by the Act. See, e.g., *Kiewit Power Constructors Co. v. NLRB*, 652 F.3d 22, 32 (D.C. Cir. 2011). In the instant case, the nurses were in a hospital hallway during the conversation in question. The hallway was not a patient care area of the hospital where typical RN work takes place. While the hallway was accessible to other employees at the time, according to all affidavit and declaration testimony, there were only three other hospital employees apart from those directly engaged in the conversation who were in the hallway long enough to witness the

conversation and potentially be affected (b) (6), (b) (7)(C)⁴. The Employer cannot demonstrate that there was a disruption in work, as most if not all of the nurses involved or witnessing were off-duty (namely, (b) (6), (b) (7)(C)). At one point during the conversation, three on-duty employees pushing an isolette carriage passed by, but were undisturbed by the nurses' conversation with (b) (6), (b) (7)(C), further evidencing the lack of impact on work conditions. Additionally, the conversation took place directly following the Employer-called town hall meeting and (b) (6), (b) (7)(C) were following express direction from (b) (6), (b) (7)(C) to discuss working conditions with their (b) (6), (b) (7)(C) following the town hall. Rather than demonstrate that the Employer had lost the ability to control its workforce, the RNs were doing as instructed by the highest levels of hospital management. Finally, any potential de minimis disruption the conversation did have was short-lived, lasting only minutes. The brevity of the conversation and any alleged disruption weighs in favor of protection under the Act. *See, e.g., Caterpillar Logistics, Inc. v. Nat'l Labor Relations Bd.*, 835 F.3d 536, 547 (6th Cir. 2016) (upholding ALJ application of *Atlantic Steel* analysis where ALJ found the fact that employee disrupted work for a very brief period of time weighed in favor of finding protection under the Act in the first factor of the *Atlantic Steel* test.)

To the second factor, the subject matter of the discussion was entirely related to concerted attempts to improve working conditions, namely communication with management and nurse-to-patient ratios and nurse-to-supervisor communications. Again, this is not an issue in contention and this factor weighs heavily in favor of finding that the statements and/or conduct of the nurses should be protected by the Act.

To the third and fourth factor, here, according to five witnesses (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) there was no outburst from (b) (6), (b) (7)(C). The only outburst, in fact, came directly from (b) (6), (b) (7)(C) who ultimately became emotional, yelled at the nurses, and stormed away. The Employer's termination and discipline notices assert that (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) were acting aggressively and that (b) (6), (b) (7)(C) physically touched (b) (6), (b) (7)(C) body. However, nearly every witness beside (b) (6), (b) (7)(C) has stated that there was no aggressive behavior or statements from (b) (6), (b) (7)(C) and the Employer has no surveillance footage from the date and place in question that could objectively resolve the clash of testimonies.

Assuming that, at worst, (b) (6), (b) (7)(C) made some intimidating or aggressive statements, which they did not, such statements, in light of the surrounding circumstances, would still not cause (b) (6), (b) (7)(C) to lose protection under the Act. *See, i.e., In Re Kiewit Power*, 652 F.3d 22 (2011) (D.C. Circuit upholding NLRB decision finding that employees angry statements, "it was going to get ugly" and that their manager "better bring [his] boxing gloves," were not cause for the employees to lose the Act's protection). There has been no testimony to suggest that (b) (6), (b) (7)(C) made any threatening statements, as the entirety of their conversation was based in resolving workplace

⁴ To the extent the Employer claims any other employees witnessed an allegedly disruptive conversation between (b) (6), (b) (7)(C) such a claim would be in direct contradiction to the sworn affidavits and declarations of every other witness involved, and as such any such claim would necessarily require credibility determinations made by a trier of fact.

issues. Furthermore, those comments the nurses' did make to (b) (6), (b) (7)(C), while not provoked by a ULP, were in direct response to their shared frustration over unsatisfactory working conditions. See *Metro-W. Ambulance Serve., Inc. & Teamsters Joint Council #37, Int'l Bhd. Of Teamsters and Teamsters Local #223, Int'l Bhd. Of Teamsters*, 360 NLRB 1029, 1049 (2015) (finding that fourth factor of *Atlantic Steel* analysis weighed in favor of finding protection of the Act where employee's remarks were not provoked by an unfair labor practice, but were provoked by employee's frustration, shared by others, over a term or condition of employment). It is clear that under the *Atlantic Steel* test, (b) (6), (b) (7)(C) retain their protection under the Act.

Because no threatening statements were made, the Employer resorted to claiming that (b) (6), (b) (7)(C) were standing aggressively close to (b) (6), (b) (7)(C) in a way that restrained (b) (6), (b) (7)(C) from exiting the conversation and that (b) (6), (b) (7)(C) stomach was touching (b) (6), (b) (7)(C). Under the analysis set forth in *LaGuardia*, the Board held that three employees who *deliberately* and *excessively* touched their supervisor with an *effort to restrain him* as a means of presenting him with an employee-signed petition forfeited protection under the Act. *LaGuardia Assoc., LLP*, 357 NLRB at 1101 (emphasis added). There, one employee deliberately grabbed the supervisor's shoulder to prevent him from leaving and reached around his waist with the petition; another employee pushed her chest against the supervisor and moved from side to side, deliberately blocking his exit; a third employee deliberately grabbed the supervisor's arm to restrain him from fleeing. *Id.* at 1098. The Board held that such deliberate physical contact "reasonably threatened [the supervisor] and the Respondent's ability to maintain workplace order and discipline." *Id.* at 1101. However, a fourth employee did not forfeit PCA for touching a security guard's wrist as the guard waved his arms to clear a path for the supervisor. *Ibid.* Because the fourth employee did not deliberately touch the security guard with any direct intention to restrain him, her conduct was materially different from the other three employees, and therefore her conduct was protected under the Act. *Ibid.* Therefore the Employer violated 8(a)(1) in bringing discipline against her. *Ibid.*

The Region apparently determined that (b) (6), (b) (7)(C) made some physical contact with (b) (6), (b) (7)(C) and that (b) (6), (b) (7)(C), though never physically touching (b) (6), (b) (7)(C), were standing so close so as to block (b) (6), (b) (7)(C) from exiting the conversation. This determination in and of itself is problematic, as such a determination, as stated prior, should require a credibility determination before a trier of fact given the clashes in testimony around this issue. This error is compounded by the fact that the Region has uncovered no evidence in its investigation that would support the accusation that (b) (6), (b) (7)(C) *deliberately* threatened or made contact with (b) (6), (b) (7)(C) so as to lost protection of the Act as set forth in *LaGuardia*. Witnesses outside the conversation would have no way of knowing what (b) (6), (b) (7)(C) intentions were with their actions. Further, the direct affidavit testimony of (b) (6), (b) (7)(C), (b) (7)(D) makes abundantly clear that (b) (6), (b) (7)(C), (b) (7)(D) **_____**. Indeed, (b) (6), (b) (7)(C) did ultimately walk away from the conversation. Additionally, text messages sent by (b) (6), (b) (7)(C) to (b) (6), (b) (7)(C) immediately after (b) (6), (b) (7)(C) exited the conversation reveal (b) (6), (b) (7)(C) contemporaneous state of mind, which is to say that far from intending to threaten or touch (b) (6), (b) (7)(C) actually felt terrible that (b) (6), (b) (7)(C) may have misinterpreted what (b) (6), (b) (7)(C) was saying or in any way made (b) (6), (b) (7)(C) feel upset. **These text messages**

constituting new evidence are submitted hereto as Exhibit 2. On the basis of all available evidence, neither (b) (6), (b) (7)(C) made any deliberate threats or physical contact with (b) (6), (b) (7)(C) and therefore under the standards set forth for physical contact under *Laguardia*, even if the nurses did make some physical contact with (b) (6), (b) (7)(C), which they did not, they still should not have lost protection under the Act.

In the present case, under no plausible interpretation could the conduct of RNs (b) (6), (b) (7)(C) be reasonably seen as threatening (b) (6), (b) (7)(C) and/or Sutter's ability to maintain workplace order and discipline. (b) (6), (b) (7)(C) **did not** deliberately touch (b) (6), (b) (7)(C) with an effort to restrain (b) (6), (b) (7)(C). *Even if* (b) (6), (b) (7)(C) incidentally contacted (b) (6), (b) (7)(C) during their discussion, for example because they were squeezed up against the wall by a passing isolette pushed by 3 people, such conduct is not sufficient to forfeit protection of the Act. *Laguardia*, 357 NLRB at 1101. Sutter nonetheless speciously claims that (b) (6), (b) (7)(C) aggressively touched (b) (6), (b) (7)(C) in an intimidating and threatening manner and that (b) (6), (b) (7)(C) physically surrounded (b) (6), (b) (7)(C), and blocked (b) (6), (b) (7)(C) from walking away. However, this claim is not supported by any facts, even as laid out by the Employer, as (b) (6), (b) (7)(C) did freely walk away from the conversation when (b) (6), (b) (7)(C) became emotionally agitated in response to the nurses' communications about unsatisfactory working conditions, including ineffective management communication. With regard to these facts, Sutter could not have presented evidence as a result of its sham investigation demonstrating that (b) (6), (b) (7)(C) alleged actions were deliberate. Nor could Sutter have shown that (b) (6), (b) (7)(C) made a deliberate effort to physically restrain (b) (6), (b) (7)(C). The witnesses who maintain that the nurses were not verbally or physically aggressive toward (b) (6), (b) (7)(C) clearly outnumber those put forth by Sutter claiming otherwise⁵. Further, Sutter fails to demonstrate the "particularized proof that specific individuals engaged in the misconduct at issue." *Id.* at 1100.

Finally, even if there was sufficient evidence to demonstrate that some severe misconduct did occur that was so great as to lost protection under the Act, which there is not, even the grossest interpretation of actions would not warrant the level of discipline assigned. Again, to maintain protection under the Act, the evidence need only demonstrate that *either* the misconduct did not occur *or* that it was not serious enough to forfeit the protection of the Act *and to warrant the discipline imposed*. *Consolidated Communications*, 837 F.3d 1, 8 (D.C. Cir. 2016) (emphasis added). RN (b) (6), (b) (7)(C), an employee of Sutter since (b) (6), (b) (7)(C), in a sworn declaration provided on July 7, 2017 and attached here as **Exhibit 3**, echoed the sentiments of nurses throughout the hospital shocked by the unprecedented level of discipline inflicted on (b) (6), (b) (7)(C). The only past incident of alleged workplace violence that (b) (6), (b) (7)(C) could recall took place between (b) (6), (b) (7)(C). In that incident, there was physical contact in a

⁵ The Union bases this calculation on available affiant and declarant testimony and from communications with the Region regarding the charge. However it is worth noting that even if the Employer did provide more supposed witnesses alleging that serious misconduct occurred, a greater number of witnesses on one side of an issue is but one, non-controlling factor in assessing a case. *See, e.g., Abbott Labs v. NLRB*, 540 F.2d 662, 667 (4th Cir. 1976)(credibility not determined by a mere "head count"); accord: *NLRB v. Union Carbide Caribe, Inc.* 423 F.2d 231, 233 (1st Cir. 1970); *George C. Foss Co.*, 270 NLRB 232, 237 (1984) (credibility not determined by the number of witnesses but rather by their trustworthiness); *Salt River Valley Water Users' Ass'n*, 262 NLRB 970, 974 fn. 10 (1982)(credibility determinations are not based on numbers, but rather upon demeanor and logic of probability).

public hallway of the hospital to the level of (b) (6), (b) (7)(C) punching the other and making threats about future physical harm. Upon learning of this incident, HR did not immediately place both employees on administrative leave to conduct an investigation. Nor did HR terminate or place either of the employees on a last chance agreement. Rather, HR's initial response was to do nothing. Only when prompted by other concerned employees did HR begrudgingly suspend each employee for a couple of days (one such suspension took place while the employee was already on vacation). Both (b) (6), (b) (7)(C) involved in the physical altercation remain employed at Sutter to date. HR followed this same casual approach to workplace violence just one year ago when a Sutter RN complained of sexual harassment from another coworker. Sutter did not place the harasser on leave pending an investigation, nor did Sutter terminate or even suspend the harasser. Instead, HR had a meeting with the employee accused of sexual harassment, with (b) (6), (b) (7)(C) sitting in as witness. In the meeting, HR instructed the harasser to cease engaging inappropriately with the RN. However, when the harasser continued (b) (6), (b) (7)(C) misconduct after the meeting, HR refused to take any further action. These responses to other incidents and types of workplace violence make apparent that even if (b) (6), (b) (7)(C) engaged in misconduct as the Employer has claimed, their actions would still not warrant the level of discipline received.

It is clear that Sutter seized on (b) (6), (b) (7)(C) emotional state to take unprecedented action by disciplining and terminating known Union leaders and outspoken advocates for the improvement of (b) (6), (b) (7)(C) RN working conditions, striking its most ferocious blow in an ongoing busting campaign of lies, threats, and intimidation. It bears stressing that even if (b) (6), (b) (7)(C) bizarrely felt threatened by this "incident," even assuming there was any inadvertent physical contact, (b) (6), (b) (7)(C) own subjective emotional response is not the standard laid out by the Board in *Atlantic Steel*. See *Lana Blackwell Trucking, LLC*, 342 NLRB 1059, 1062 (2004) (Remarks did not lose protection even though the manager subjectively believed that the employee was rude, disrespectful and embarrassed her in front of other employees); *Fresh and Easy Neighborhood Market, Inc.*, 361 NLRB No. 12, slip op. at 5 (2014) (employee's Section 7 activity does not lose protection merely because it makes fellow employee uncomfortable) (citing *Frazier Industrial Co.*, 328 NLRB 717, 719 (1999), *enfd.* 213 F.3d 750 (D.C. Cir. 2000)); *Consolidated Diesel Co.*, 332 NLRB 1019, 1020 (2000) ("[I]legitimate managerial concerns to prevent harassment do not justify discipline on the basis of the subjective reactions of others to [employees'] protected activity"). Objectively, with all the facts considered, there is no way that a reasonable person would have felt threatened by the conduct of (b) (6), (b) (7)(C). See *Kiewit Power Constructors Co. v. NLRB*, 652 F.3d 22, 29 fn. 2 (D.C. Cir. 2011), *enfg.* 355 NLRB 708 (2010).

Accordingly, after the Region did not apply *Burnup & Sims* and mistakenly concluded that misconduct had taken place based largely on the Employer's own investigation, it misapplied the *Atlantic Steel* doctrine, in reasoning in light of all the objective evidence that (b) (6), (b) (7)(C) conduct was so opprobrious as to lose the protection of the Act. Rather, the Region should have found that it had sufficient evidence to find that the Employer violated the Act by disciplining the nurses for the very protected concerted activity in which (b) (6), (b) (7)(C) were immediately engaged.

IV. Even If Reliance on the Employer's Investigation Could Be Determinative of the Region's Merit Findings, the Evidence Demonstrates that the Employer's Investigation Was Flawed

As emphasized above, the good faith process or findings of Sutter's investigation is irrelevant to whether a ULP was committed. The only bearing it has is whether the burden shifts back to the General Counsel under the *Burnup & Sims* analysis. Even so, since the Region improperly put such emphasis on the nature of the Employer's investigation, it bears addressing. Firstly, the Employer's investigation was not an unaltered collection of witness statements regarding the event. (b) (6), (b) (7)(C) familiar with the HR process of investigation of misconduct, stated that when Sutter HR interviews employees as part of an investigation, the employee is not entitled to write a statement in their own words. Instead, HR records witness accounts according to HR's own impression and interpretation of what a witness says. This was confirmed by (b) (6), (b) (7)(C) who when cursorily interviewed by HR as part of Sutter's "investigation," were never provided a statement to sign reflecting their actual recollection of events or afforded the opportunity to review the notes taken by HR regarding their respective accounts. (b) (6), (b) (7)(C) also did not recollect signing any statement after (b) (6), (b) (7)(C) was interviewed by Sutter's attorney. As such, all of the accounts in Sutter's supposedly unbiased investigation did not come directly from witnesses but instead were third-hand accounts from Sutter itself.

Another central flaw with the Region's contention that it found the Employer conducted a good faith investigation is that it relies on hearsay evidence to reach this conclusion. Based on all the affidavit and declarant testimony to which the Union has access, there were a total of eleven potential witnesses to this incident, including (b) (6), (b) (7)(C), (b) (7)(D). Three potential witnesses were passers-by pushing an isolette, and neither Sutter nor the Region spoke with them. Two others, (b) (6), (b) (7)(C) both provided declarations because the Region failed to contact non-Sutter provided, third-party witness. (b) (6), (b) (7)(C) provided a phone statement to the Employer, and was asked whether (b) (6), (b) (7)(C) saw any hostile behavior on the part of (b) (6), (b) (7)(C). When (b) (6), (b) (7)(C) said (b) (6), (b) (7)(C) did not, the Employer never followed up with (b) (6), (b) (7)(C) to provide a statement. (b) (6), (b) (7)(C), who also did not witness any of the behavior alleged by Sutter, was not contacted until after (b) (6), (b) (7)(C) was terminated and (b) (6), (b) (7)(C) were disciplined, as mentioned above and described in greater detail below. This leaves only RNs (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C). CNA assumes that the Region took affidavits from these RNs, and that these affidavits form the basis of the Region's conclusion that the Employer's investigation was fair and thorough, though it was far from it. To the extent Sutter relied on any other person's testimony to reach its pre-determined conclusions, any such individuals would inherently be limited to providing hearsay evidence relating what their impressions were either before or after the alleged misconduct occurred, as they would not be percipient witnesses to the "incident."

The Region egregiously decided that in an environment where (b) (6), (b) (7)(C) had already spoken out several times against CNA and unionization, that likely anti-union nurses put forward by the Employer were somehow neutral observers and therefore to be credited over the testimony of four RNs who stated that no misconduct took place (and since the Region's

dismissal, a fifth witness, (b) (6), (b) (7)(C), has come forward again corroborating that no misconduct took place). Based on conversations with the Region, it appears that the affidavits of (b) (6), (b) (7)(C), (b) (7)(D) merely corroborated the investigation that the Employer provided. (b) (6), (b) (7)(C) has since admitted to a coworker that HR asked (b) (6), (b) (7)(C) the same questions over and over in their interview with (b) (6), (b) (7)(C) further confessed, as recently as July 12, 2017, to another coworker that (b) (6), (b) (7)(C) feels terrible about (b) (6), (b) (7)(C) termination and that (b) (6), (b) (7)(C) never saw (b) (6), (b) (7)(C) touching (b) (6), (b) (7)(C). Understandably, especially after the Region made the egregious error to dismiss these charges thereby supporting (b) (6), (b) (7)(C) termination, (b) (6), (b) (7)(C) coworkers have been unable to convince (b) (6), (b) (7)(C) to provide a statement stating as such, given the risk of unremedied retaliation, up to and including termination. The nurses with whom (b) (6), (b) (7)(C) has spoken are equally fearful of providing statements for fear of becoming "the next (b) (6), (b) (7)(C)." This makes at least three individuals who have refused to participate in the investigation or pulled out at the last minute out of fear of reprisal. Sutter's retaliation against (b) (6), (b) (7)(C) is already having its intended chilling effect, not only with regard to the organizing campaign, but participation in NLRB processes.

It strains credulity that the Employer simultaneously conducted a thorough and unbiased investigation while at the same time violating employees' Section 7 rights by preventing them from discussing the investigation and harassing them when found to have been so doing. The Region found merit to these allegations in its investigation, underscoring the Region's acknowledgement of the Employer's proclivity for unlawful conduct. The simultaneous commission of acknowledged ULPs undermines the Employer's credibility and should have been a factor in determining the Employer's undeniable bias in crafting its own internal investigation.

Though Sutter unsurprisingly claims that it did not set out to terminate (b) (6), (b) (7)(C), the Region has no reason to rely on the Employer's word. As mentioned, Sutter maintained that it had no knowledge of (b) (6), (b) (7)(C) union activity. However, the declaration of (b) (6), (b) (7)(C) completely refutes this outright lie, whereby (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) confirmed Sutter's knowledge of (b) (6), (b) (7)(C) union activities back in January of this year. During the course of that conversation, (b) (6), (b) (7)(C) interrogated (b) (6), (b) (7)(C) regarding soliciting on behalf of the Union, and when (b) (6), (b) (7)(C) volunteered that (b) (6), (b) (7)(C) was supporting the unionization efforts, (b) (6), (b) (7)(C) stated that Sutter was already aware of that fact, and then promulgated the fabrication that (b) (6), (b) (7)(C) is being paid for (b) (6), (b) (7)(C) efforts in support of the Union. If the Employer did not set out to retaliate against (b) (6), (b) (7)(C) for engaging in protected activity, why did it lie to the Region about its knowledge of such activity?

The assertion that Sutter's investigation was "thorough" is equally unsupported. Sutter did not interview all witnesses to the alleged incident and, as mentioned above, did not take statements from those witnesses it did interview. In fact, only after the Union filed its own charges against the Employer (subsequent to the individual nurses' charges and after (b) (6), (b) (7)(C) had already been terminated) did the Employer bother to interview known witness (b) (6), (b) (7)(C), (b) (7)(D) in an obvious attempt to cover its bases and shore up its pre-determined stance. Were the Employer truly interested in conducting a thorough investigation, (b) (6), (b) (7)(C) would have been interviewed at the same time as the rest of the witnesses, especially because Sutter was well aware of (b) (6), (b) (7)(C).

presence given that (b) (6), (b) (7)(C) walked through the hallway with (b) (6), (b) (7)(C), a witness Sutter apparently did interview. Instead, the Employer flagrantly ignored (b) (6), (b) (7)(C) until it faced increased scrutiny from the Union and the Region. And even then, Sutter's interview of (b) (6), (b) (7)(C) demonstrates its culpable actions. In stark contrast to the rest of the nurses interviewed by Sutter HR, (b) (6), (b) (7)(C) was asked to meet in-person with a Sutter attorney. Under these intimidating circumstances, Sutter no doubt hoped that (b) (6), (b) (7)(C) would feel compelled to state what (b) (6), (b) (7)(C) knew the Employer wanted to hear, but courageously (b) (6), (b) (7)(C) confirmed what Sutter already knew: that (b) (6), (b) (7)(C) never touched (b) (6), (b) (7)(C) and that (b) (6), (b) (7)(C) were in no way acting in a threatening, restraining, or intimidating manner. If Sutter actually had any intention of taking such contradictory testimony seriously, it might have then decided to re-assess the disciplines and terminations and/or re-open its investigation to attempt to get a better sense of what actually happened during the conversation in question. Not surprisingly, however, Sutter made no changes to its course of action.

A failure to conduct a fair and complete investigation "leads to the conclusion that [the employer] was not genuinely interested in knowing the underlying facts and circumstances of the events but, rather, was looking for a pretext to discharge [the employee]." *Amcast Automotive of Indiana, Inc. and John Rowe*, 348 NLRB 836, 850 (2006). Indeed, the nature of the Employer's investigation here certainly shows that Sutter was never really interested in knowing the underlying facts and circumstances of events, but was rather more interested in attempting to cover their own liability for patently unlawful disciplines and termination of a Union nurse leader. As such, even the Region's improper reliance on the Employer's supposed good faith ("thorough" and "unbiased") investigation is unsupported.

V. The Region Could Have Exercised Its Investigative Subpoena Authority

As the Union has repeatedly emphasized throughout its Appeal and Motion for Reconsideration, the Region should have left any credibility resolutions "not of such patent clarity as to be readily susceptible of resolution without resort to the crucible like testing of an evidentiary hearing" to an ALJ. *Union Carbide*, 276 NLRB 1410 (1985). Here, the Region cannot claim that any of the key witnesses were shown to be patently or obviously incredible and the Region had more than enough testimony and evidence supporting the charges to issue complaint. However, in the event that Region felt it had insufficient testimonial evidence (as no other kind exists in this case) to show that no misconduct occurred so opprobrious as to lose protection of the Act under the burden shifting test of *Burnup & Sims*, the Region should have obtained additional affidavit testimony from other known witnesses like (b) (6), (b) (7)(C) or the three employees who pushed the isolette carriage down the hallway. If the Region was unable to procure such affidavits voluntarily, it should have relied upon the issuance of investigatory subpoenas to collect testimony from witnesses too intimidated by the actions of their Employer to come forth voluntarily.

Casehandling Manual Section 10064 quoted above urges Board Agents' consider the use of investigatory subpoenas of third-party witnesses to aid in credibility resolution dilemmas:

“Third-party witnesses may often be helpful in providing evidence to assist in an administrative resolution of factual conflicts or credibility disputes. Thus, Regional Offices should, where appropriate, contact such witnesses and consider issuance of an investigative subpoena where necessary.” Rooted in Section 11(1) of the Act, the Region’s authority to issue such subpoenas is broad. Although the Casehandling Manual cautions that investigative subpoenas “are no substitute for a promptly initiated, dogged, and thorough pursuit of relevant evidence from cooperative sources,” it reflects, almost verbatim, the language of GC Memo 00-02, granting the Regional Director “full discretion to issue precomplaint investigative subpoenas *ad testificandum* and *duces tecum* to charged parties and third-party witnesses whenever the evidence sought would materially aid in the determination of whether a charge allegation has merit and whenever such evidence cannot be obtained by reasonable voluntary means.”

As such, any claim by the Region that it did not have sufficient evidence to issue complaint on these charges is incorrect and its partial dismissal decision should be overturned by the General Counsel.

VI. The Region Should Rescind Its Partial Dismissals and Issue Complaint on All Outstanding Allegations

As outlined above, the Region erred in its partial dismissal of the charges related to the disciplines and termination of (b) (6), (b) (7)(C). The Region placed improper weight on a flawed finding that the Employer’s investigation was “thorough” and “unbiased;” the Region made inappropriate credibility determinations that necessarily should have been made by a trier of fact; and the Region was in possession of more than sufficient evidence to support the issuance of complaint on all allegations. Even so, the Union has procured and supplied additional evidence attached to this appeal, including the sworn declaration of (b) (6), (b) (7)(C), another witness testifying that (b) (6), (b) (7)(C) did not see any inappropriate conduct from (b) (6), (b) (7)(C); the sworn declaration of (b) (6), (b) (7)(C) Sutter RN testifying that the only past incidences of workplace violence (b) (6), (b) (7)(C) can recall resulted in far less discipline issued than the instant case; and the contemporaneous text messages from (b) (6), (b) (7)(C) directly following the conversation with (b) (6), (b) (7)(C) on (b) (6), (b) (7)(C), demonstrating (b) (6), (b) (7)(C) state of mind at the time and indicating no deliberate threats or intimidation occurred.

With the evidence already adduced, the additional evidence now provided, and the appropriate analysis of the applicable NRLB rules, guidance, and case law, there can be no dispute that the Region should rescind its partial dismissal and promptly issue complaint.

If the appeal raises issues or evidence the Regional Office has not previously considered, the Regional Office should analyze the new material in its comment on appeal. If the Regional Office concludes that the appeal raises issues requiring further investigation, the Office of Appeals should be notified and the investigation promptly completed. If the appeal or further investigation leads the Regional Office to conclude that allegations in the charge warrant complaint, it should telephonically or electronically notify the Office of Appeals, prior to revocation, of its intention to revoke the dismissal.

NLRB Casehandling Manual Section 10122.8. The rules and guidance give the Region the authority to promptly issue complaint upon receipt of appeal and analysis of additional evidence provided, and it should do so immediately in these circumstances, where Section 10(j) relief should also be pursued. If the Region still believes that it has insufficient evidence to put the credibility of RNs (b) (6), (b) (7)(C) against that of an already discredited Employer, then *at a minimum* the Region should re-open the investigation in light of the issues raised herein and the supplementary evidence provided by CNA attached hereto to pursue investigatory subpoenas prior to issuance of complaint.

Conclusion

The Union respectfully but strongly disagrees with the Region's Partial Dismissal in this case. The Region's determination to dismiss those allegations concerning RNs (b) (6), (b) (7)(C) disciplines and (b) (6), (b) (7)(C) termination was clearly in error, and absent rescission by the Region, must be reversed by General Counsel.

Respectfully submitted,

CALIFORNIA NURSES ASSOCIATION
LEGAL DEPARTMENT



Marie K. Walcek
David B. Willhoite
Legal Counsel

EXHIBIT 1

County of El Dorado
State of California

Sutter Medical Center, Sacramento
Case 20-CA-196911 et al.

CONFIDENTIAL WITNESS DECLARATION

I, (b) (6), (b) (7)(C) hereby declare as follows:

I understand that this Declaration will be considered confidential by the United States Government and will not be disclosed unless it becomes necessary for the government to produce this Declaration in connection with a formal proceeding.

1. I presently work as (b) (6), (b) (7)(C) at Sutter Medical Center, Sacramento ("Sutter"). I have worked as (b) (6), (b) (7)(C) in the (b) (6), (b) (7)(C) at Sutter since (b) (6), (b) (7)(C).

2. On or around (b) (6), (b) (7)(C) 2017, I attended a town hall meeting in (b) (6), (b) (7)(C) with Sutter (b) (6), (b) (7)(C). Following the town hall, I exited with (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) and I headed directly upstairs after the town hall to the 7th floor, where (b) (6), (b) (7)(C) is located, to finish up some work related business. After about 15 minutes, (b) (6), (b) (7)(C) and I went back downstairs to depart for the day.

3. On our way out, (b) (6), (b) (7)(C) and I passed through the hallway in front of where the town hall was held. As we walked by, I observed (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) standing in the hallway speaking with (b) (6), (b) (7)(C). They were standing close together in conversation. I could not hear exactly what they were saying, but I could observe that the conversation seemed passionate and I assumed that they were likely discussing some of the workplace issues that had been raised at the town hall. There was no yelling or touching going on and there was nothing about the conversation that I observed that made me concerned or worried. I continued walking down the hallway while (b) (6), (b) (7)(C) remained behind. I rounded the corner of the

hallway and waited there for (b) (6), (b) (7) from that point, I could no longer see the conversation with

(b) (6), (b) (7)(C)

4. While I was waiting for (b) (6), (b) (7) I heard (b) (6), (b) (7)(C) voice get a little louder. I heard (b) (6), (b) (7)(C) say something about being done with the conversation. I did not hear anyone else with a raised voice. Shortly thereafter, (b) (6), (b) (7)(C) came around the corner to where I was standing. I believe (b) (6), (b) (7)(C) and another (b) (6), (b) (7) whom I cannot remember were also there. (b) (6), (b) (7) seemed upset and expressed concern about (b) (6), (b) (7)(C) and not wanting the conversation to end the way it had. A few minutes later, (b) (6), (b) (7) came over to where we were standing, presumably after having just been with (b) (6), (b) (7)(C) told (b) (6), (b) (7) that (b) (6), (b) (7) wanted to speak with (b) (6), (b) (7)(C) was initially resistant to that idea, but I urged (b) (6), (b) (7) to hear (b) (6), (b) (7) out. (b) (6), (b) (7) again expressed that (b) (6), (b) (7) wanted to speak with (b) (6), (b) (7) to clear things up and (b) (6), (b) (7) said that would be OK, since (b) (6), (b) (7) was with other people. At that point, (b) (6), (b) (7) went upstairs to speak with (b) (6), (b) (7)(C) and I left the hospital together from there.

5. On or around May 5, 2017, I received a phone call from Sutter HR asking if I would be willing to speak with a Sutter attorney about what I had observed on (b) (6), (b) (7)(C). I agreed to meet with the attorney. A few days later, in or around the second or third week of May, I met with the Sutter attorney. The attorney asked me to describe what I had witnessed of the conversation with (b) (6), (b) (7)(C) on (b) (6), (b) (7)(C). I described what I had seen on (b) (6), (b) (7) just as I have in this Declaration. The Sutter attorney specifically asked me if I had seen anyone touch anyone, and I responded that no, I had not. The attorney asked me how (b) (6), (b) (7)(C) were standing and I related what I observed as I have in this Declaration. The attorney asked me if I felt that if (b) (6), (b) (7) wanted to leave the conversation, would (b) (6), (b) (7) have been able to do so freely, and I responded that yes, anyone would have been able to leave the

conversation freely. The attorney asked me who all I observed being present in the hallway, and I responded that the only people I observed were (b) (6), (b) (7)(C) and another (b) (6), (b) (7)(C) whom I could not remember. The attorney took notes from our conversation and on my answers to the questions. I do not remember if I was asked to sign anything from the meeting.

I have read this Confidential Witness Declaration, consisting of 3 pages, including this page. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on July 10, 2017 in Placerville, California

(b) (6), (b) (7)(C)

EXHIBIT 2



(b) (6), (b) (7)(C)



Tue, (b) (6), (b) (7)(C) 6:19 PM

I just made (b) (6), (b) (7)(C) cry and I didn't mean to do that at all. Please console (b) (6), (b) (7)(C) if you can.

I feel horrible

(b) (6), (b) (7)(C) wouldn't let me apologize or talk to (b) (6), (b) (7)(C)

I really want (b) (6), (b) (7)(C) to be ok because I think (b) (6), (b) (7)(C) misunderstood what I was saying and the thing I was that I completely agree with what (b) (6), (b) (7)(C) was saying



Messages



Phone LTE

3:45 PM

61%

< 16



Please console (b) (6), (b) (7)(C) if you can.

I feel horrible

(b) (6), (b) (7)(C) wouldn't let me apologize or talk to (b) (6), (b) (7)(C)

I really want (b) (6), (b) (7)(C) to be ok because I think (b) (6), (b) (7)(C) misunderstood what I was saying and the thing I was that I completely agree with what (b) (6), (b) (7)(C) was saying

I am trying. I am honestly trying (b) (6), (b) (7)(C) and I don't even know what to do.

Delivered

Wed, (b) (6), (b) (7)(C) 10:26 AM

Left you a voicemail. Need to meet with you today at 2:30 in HR.



Message



EXHIBIT 3

County of Sacramento
State of California

Sutter Medical Center, Sacramento
Cases 20-CA-196911 et al.

CONFIDENTIAL WITNESS DECLARATION

I, **(b) (6), (b) (7)(C)**, hereby declare as follows:

I understand that this Declaration will be considered confidential by the United States Government and will not be disclosed unless it becomes necessary for the government to produce this Declaration in connection with a formal proceeding.

1. I am employed as **(b) (6), (b) (7)(C)** at Sutter Medical Center, Sacramento ("Sutter" or "Hospital"). I have worked at Sutter for **(b) (6), (b) (7)(C)** total and as **(b) (6), (b) (7)(C)** at Sutter since **(b) (6), (b) (7)(C)**. I presently work in the **(b) (6), (b) (7)(C)** at Sutter. I formerly worked as **(b) (6), (b) (7)(C)** in the **(b) (6), (b) (7)(C)** beginning in or around **(b) (6), (b) (7)(C)**. Prior to that, I worked as **(b) (6), (b) (7)(C)** in **(b) (6), (b) (7)(C)** beginning in or around **(b) (6), (b) (7)(C)**.

2. Approximately one year ago, I became aware that nurses at Sutter were organizing to form a union with the California Nurses Association ("Union" or "CNA"). I got to know **(b) (6), (b) (7)(C)** around this time. I have interacted with **(b) (6), (b) (7)(C)** frequently since then.

3. Around 2006, I heard of a workplace violence incident in **(b) (6), (b) (7)(C)** unit. I heard from several **(b) (6), (b) (7)(C)** that there was a physical altercation between **(b) (6), (b) (7)(C)** **(b) (6), (b) (7)(C)**. Although I understood the incident to be quite severe, I knew that neither of the individuals were terminated, because I continued to see them on shift after the incident. They are both still employed at the Hospital to date.

4. On or around **(b) (6), (b) (7)(C)** of this year, I learned that **(b) (6), (b) (7)(C)** had been fired for an alleged workplace violence incident. I was surprised to hear this, both because I have never known **(b) (6), (b) (7)(C)** to be violent and also because I knew that in the previous, seemingly much

more serious physical altercation between (b) (6), (b) (7)(C), neither were terminated.

5. Shortly after I learned of (b) (6), (b) (7)(C) termination, I contacted (b) (6), (b) (7)(C) involved in the prior physical altercation directly to confirm my understanding of events from what I had heard. (b) (6), (b) (7)(C) confirmed to me that (b) (6) was in fact involved in a physical altercation while at work at Sutter. According to (b) (6), (b) (7)(C), this particular (b) (6), (b) (7)(C) had been bullying (b) (6), (b) (7)(C) for quite some time. That day, (b) (6), (b) (7)(C) went to the restroom. On (b) (6), (b) (7)(C) way out, (b) (6), (b) (7)(C) walked by and made an aggressive gesture toward (b) (6), (b) (7)(C). After many years of harassment, (b) (6), (b) (7)(C) snapped and responded by punching (b) (6), (b) (7)(C). This took place in a hallway near a restroom in the Unit in a generally high-trafficked area. (b) (6), (b) (7)(C) took the matter to HR. At first, HR did nothing. However, when another employee not involved in the incident sarcastically brought up to management that management seemingly condoned such workplace violence, both (b) (6), (b) (7)(C) involved were then placed on leave for a couple of days. (b) (6), (b) (7)(C) was placed on leave while (b) (6) was already out on vacation time. Both (b) (6), (b) (7)(C) retained employment at Sutter after the incident. Neither was placed on a last chance agreement.

6. To my knowledge, there have been no changes to the workplace violence policy between the time that incident happened and the present.

7. Approximately one year ago, a friendship between a Sutter (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) (not the one involved in the physical altercation described above) turned sour. (b) (6), (b) (7)(C) began harassing (b) (6), (b) (7)(C) with phone calls and other inappropriate behavior, including contacting (b) (6), (b) (7)(C) at (b) (6), (b) (7)(C) home. (b) (6), (b) (7)(C) complained to management and HR regarding this behavior. HR met with (b) (6), (b) (7)(C) and told (b) (6), (b) (7)(C) to cease engaging inappropriately with (b) (6), (b) (7)(C). After the meeting,

(b) (6), (b) (7)(C) continued to harass (b) (6), (b) (7)(C) continued to complain to HR that (b) (6), (b) (7)(C) felt threatened and uncomfortable, but HR did not respond any further. I am aware of this situation because I was working as (b) (6), (b) (7)(C) at the time, and I was called in as a witness when HR spoke to (b) (6), (b) (7)(C).

8. It has been my experience at Sutter, including in my previous role as (b) (6), (b) (7)(C) that when HR conducts investigations into misconduct, HR records witness accounts according to HR's impression and interpretation of what a witness says, rather than taking direct statements from witnesses.

I have read this Confidential Witness Declaration, consisting of 3 pages, including this page. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on July 7, 2017 in Sacramento, California.

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

From: [Parnell, Janay](#)
To: [Marie Walcek](#)
Subject: Re: Sutter Medical Center, Sacramento, Case 20-CA-196911
Date: Monday, July 24, 2017 5:45:42 PM

Thank you

Janay Parnell
Field Examiner - Sacramento Resident Agent
National Labor Relations Board
901 Market Street, Suite 400
San Francisco, CA 94103

Phone: (202) 406-0912

Fax: (415) 356-5156

From: Marie Walcek <MWalcek@calnurses.org>
Sent: Monday, July 24, 2017 2:27:30 PM
To: Parnell, Janay
Subject: RE: Sutter Medical Center, Sacramento, Case 20-CA-196911

Hi Janay,

(b) (6), (b) (7)(C) phone number is (b) (6), (b) (7)(C)

Please let me know if you need any additional information.

Thank you,

Marie

Marie Walcek
California Nurses Association
National Nurses United
155 Grand Ave., Oakland, CA 94612
Office: 510-433-2742

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From: Parnell, Janay [mailto:Janay.Parnell@nlrb.gov]
Sent: Monday, July 24, 2017 10:59 AM
To: Marie Walcek
Subject: Sutter Medical Center, Sacramento, Case 20-CA-196911

Marie,

Can you please e-mail me the phone number for (b) (6), (b) (7)(C)?

Thanks,

Janay

Janay Parnell
Field Examiner - Sacramento Resident Agent
National Labor Relations Board
901 Market Street, Suite 400
San Francisco, CA 94103

Phone: (202) 406-0912

Fax: (415) 356-5156

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UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 20
901 Market Street, Suite 400
San Francisco, CA 94103-1738

Agency Website: www.nlrb.gov
Telephone: (415)356-5130
Fax: (415)356-5156

July 24, 2017

MARIE K. WALCEK, LEGAL COUNSEL
CALIFORNIA NURSES ASSOCIATION
155 GRAND AVE
OAKLAND, CA 94612

Re: Sutter Medical Center, Sacramento
Case 20-CA-197833

Dear Ms. WALCEK:

By letter dated June 29, 2017, I dismissed the allegations in the charge that you filed against Sutter Medical Center, Sacramento on the basis that there was insufficient evidence to establish that the Employer violated Section 8(a)(1), (3), and (4) of the Act by placing three employees on administrative leave, disciplining two employees, and terminating an employee in retaliation for their protected concerted and/or union activities.

On July 13, 2017, you appealed that partial dismissal to the General Counsel. In light of the appeal, I have decided the Region will treat your appeal as a motion for reconsideration and will conduct further investigation regarding the dismissed allegations.

Very truly yours,

/s/ Jill H. Coffman

JILL H. COFFMAN
Regional Director


cc: GENERAL COUNSEL
OFFICE OF APPEALS
NATIONAL LABOR RELATIONS BOARD
1015 HALF ST SE
WASHINGTON, DC 20570

CALIFORNIA NURSES ASSOCIATION
155 GRAND AVE
OAKLAND, CA 94612


DAVE CHENEY, CEO
SUTTER MEDICAL CENTER, SACRAMENTO
2825 CAPITOL AVE
SACRAMENTO, CA 95816-5680

JATINDER K. SHARMA, ESQ.
SUTTER HEALTH - OFFICE OF THE GENERAL COUNSEL
2200 RIVER PLAZA DR
SACRAMENTO, CA 95833-4134


(b) (6), (b) (7)(C)

A large rectangular black redaction box covering approximately three lines of text.

(b) (6), (b) (7)(C)

A large rectangular black redaction box covering approximately two lines of text.

(b) (6), (b) (7)(C)

A large rectangular black redaction box covering approximately two lines of text.

From: [David Willhoite](#)
To: [Parnell, Janay](#)
Cc: [Vargas, Olivia](#); [Coffman, Jill H.](#); [Micah Berul](#); [Marie Walcek](#)
Subject: RE: Sutter Sacramento--New Declarant
Date: Monday, August 14, 2017 9:36:32 PM
Attachments: [image002.png](#)
[image003.jpg](#)

Hi Janay,

I am glad that you were able to connect with (b) (6) and take the affidavit in a timely manner. Based on our conversation on Friday, I just wanted to briefly reiterate the Union's position on the appropriate legal analysis for resolving the ULP allegations against Sutter. Because it is undisputed that (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) were engaged in PCA at the time of the alleged incident upon which Sutter claims it based its discipline, the Union does not believe that a *Wright Line* analysis is the correct framework. Rather, the charge must be examined under the framework set up in *Burnup & Sims*, and subsequently *Atlantic Steel* (and *LaGuardia*), as outlined in detail in the Union's Position Statement on Appeal. As such, whether the Employer can show that it would have taken the same disciplinary action in the absence of PCA or union activity, for example by demonstrating past instances of alleged workplace violence that resulted in similar levels of discipline, is irrelevant.

Rather, to the extent the Employer may seek to demonstrate that it had a good faith belief that some misconduct warranting discipline occurred, the Charging Party need only show that any such alleged misconduct was not so egregious as to lose the protection of the act. Because the Union has presented ample evidence that no misconduct occurred, let alone misconduct so egregious as to lose protection of the Act, complaint should promptly issue. If the Employer has provided contradicting testimony alleging that such misconduct did occur, a credibility determination would be required. Such a determination must be made by an administrative law judge where no objective evidence exists discrediting one side's account of the facts.

Should the Region continue to analyze these allegations under *Wright Line*, the Union feels such analysis would be in error. However, even under *Wright Line*, the Employer cannot meet its burden to justify these disciplinary actions, especially given evidence proffered demonstrating past more egregious workplace violence issues (a fist-fight in a hallway) that did not result in anywhere close to the same level of discipline, the Region's merit finding on the closely-related unfair labor practices (prohibiting employees from discussing investigation into alleged misconduct), and the Employer's outright lie that it had no knowledge of (b) (6), (b) (7)(C) Union support (as demonstrated by the testimony of (b) (6), (b) (7)(C)). Thank you for your continued efforts in this matter.

Yours,

David Willhoite
Legal Counsel
CNA/NNOC/NUU
tel: 510-273-2275
cell: 510-424-1428
fax: 510-663-4822

www.calnurses.org



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From: Parnell, Janay [mailto:Janay.Parnell@nlrb.gov]
Sent: Monday, August 14, 2017 9:31 AM
To: Marie Walcek
Cc: Micah Berul; David Willhoite
Subject: RE: Sutter Sacramento--New Declarant

I have a phone affidavit with (b) (6), (b) (7)(C), (b) (7)(D) scheduled for today at 2:30pm.

Janay Parnell
Field Examiner - Sacramento Resident Agent
National Labor Relations Board
901 Market Street, Suite 400
San Francisco, CA 94103

Phone: (202) 406-0912
Fax: (415) 356-5156

From: Parnell, Janay
Sent: Friday, August 11, 2017 3:44 PM
To: 'Marie Walcek' <MWalcek@calnurses.org>
Cc: Micah Berul <MBerul@CalNurses.Org>; David Willhoite <DWillhoite@CalNurses.Org>
Subject: RE: Sutter Sacramento--New Declarant

Okay. Thanks.

Janay Parnell
Field Examiner - Sacramento Resident Agent
National Labor Relations Board
901 Market Street, Suite 400
San Francisco, CA 94103

Phone: (202) 406-0912

Fax: (415) 356-5156

From: Marie Walcek [<mailto:MWalcek@calnurses.org>]

Sent: Friday, August 11, 2017 3:43 PM

To: Parnell, Janay <Janay.Parnell@nlrb.gov>

Cc: Micah Berul <MBerul@CalNurses.Org>; David Willhoite <DWillhoite@CalNurses.Org>

Subject: RE: Sutter Sacramento--New Declarant

Just heard from organizers who were able to get (b) (6), (b) (7)(C), (b) (7)(D) schedule—(b) (6), (b) (7)(C), (b) (7)(D).

Marie Walcek
California Nurses Association
National Nurses United
155 Grand Ave., Oakland, CA 94612
Office: 510-433-2742

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From: Parnell, Janay [<mailto:Janay.Parnell@nlrb.gov>]

Sent: Friday, August 11, 2017 3:40 PM

To: Marie Walcek

Cc: Micah Berul; David Willhoite

Subject: RE: Sutter Sacramento--New Declarant

Okay. Thanks. I called and left (b) (6), (b) (7)(C), (b) (7)(D) a voicemail, but I haven't heard back from (b) (6), (b) (7)(C), (b) (7)(D) yet.

Janay Parnell
Field Examiner - Sacramento Resident Agent
National Labor Relations Board
901 Market Street, Suite 400
San Francisco, CA 94103

Phone: (202) 406-0912

Fax: (415) 356-5156

From: Marie Walcek [<mailto:MWalcek@calnurses.org>]

Sent: Friday, August 11, 2017 1:10 PM

To: Parnell, Janay <Janay.Parnell@nlrb.gov>

Cc: Micah Berul <MBerul@CalNurses.Org>; David Willhoite <DWillhoite@CalNurses.Org>

Subject: RE: Sutter Sacramento--New Declarant

Hi Janay,

Organizers are attempting to reach (b) (6), (b) (7)(C), (b) (7)(D) at present (we are not aware of (b) (6), (b) (7)(C), (b) (7)(D) schedule today). We will keep you posted as soon as we're able to reach (b) (6), (b) (7)(C), (b) (7)(D). Please let me know if you reach (b) (6), (b) (7)(C), (b) (7)(D) before we

do.

Thank you,
Marie

Marie Walcek
California Nurses Association
National Nurses United
155 Grand Ave., Oakland, CA 94612
Office: 510-433-2742

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From: Parnell, Janay [<mailto:Janay.Parnell@nlrb.gov>]
Sent: Friday, August 11, 2017 11:37 AM
To: Marie Walcek
Cc: Micah Berul; David Willhoite
Subject: RE: Sutter Sacramento--New Declarant

Marie,

Thank you for the offer of proof. (b) (6) called me this morning at 5:30am and left a voicemail stating that (b) (6), (b) (6) would try to call me again later in the morning, but I haven't heard from (b) (6), (b) (6) again yet. Do you know what time (b) (6), (b) (6) gets off of work?

Thanks,
Janay

Janay Parnell
Field Examiner - Sacramento Resident Agent
National Labor Relations Board
901 Market Street, Suite 400
San Francisco, CA 94103

Phone: (202) 406-0912
Fax: (415) 356-5156

From: Marie Walcek [<mailto:MWalcek@calnurses.org>]
Sent: Thursday, August 10, 2017 4:58 PM
To: Parnell, Janay <Janay.Parnell@nlrb.gov>
Cc: Micah Berul <MBerul@CalNurses.Org>; David Willhoite <DWillhoite@CalNurses.Org>
Subject: RE: Sutter Sacramento--New Declarant

Hi Janay,

Thank you for reaching out. We have checked back in with (b) (6) and have urged (b) (6), (b) (6) to return your call.

(b) (6), (b) (7)(C) said (b) (6), (b) (7)(D) will call you tomorrow morning. As I'm sure you can understand (b) (6), (b) (7)(C) is likely nervous about the process, given the Employer's thus-far unchecked retaliation. We had not yet sent you an offer of proof, apologies—please find below general outline of what (b) (6), (b) (7)(C) can testify to:

- (b) (6), (b) (7)(C), (b) (7)(D) presently works as an RN in (b) (6), (b) (7)(C) at Sutter Sacramento
- (b) (6), (b) (7)(C) previously worked in (b) (6), (b) (7)(C), (b) (7)(D) unit and has worked a total of approximately (b) (6), (b) (7)(C), (b) (7)(D) at Sutter Sacramento

(b) (6), (b) (7)(C), (b) (7)(D)

Thank you,
Marie

Marie Walcek
California Nurses Association
National Nurses United
155 Grand Ave., Oakland, CA 94612
Office: 510-433-2742

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From: Parnell, Janay [<mailto:Janay.Parnell@nlr.gov>]
Sent: Thursday, August 10, 2017 2:23 PM
To: David Willhoite
Cc: Marie Walcek; Micah Berul
Subject: RE: Sutter Sacramento--New Declarant

(b) (6), (b) (7)(C), (b) (7)(D) isn't returning my calls. Have you sent the offer of proof yet? (I haven't seen it.)

Janay Parnell
Field Examiner - Sacramento Resident Agent
National Labor Relations Board
901 Market Street, Suite 400
San Francisco, CA 94103

Phone: (202) 406-0912
Fax: (415) 356-5156

From: Parnell, Janay
Sent: Friday, August 04, 2017 3:24 PM
To: David Willhoite <dwillhoite@calnurses.org>
Cc: Marie Walcek <mwalcek@calnurses.org>; Micah Berul <mberul@calnurses.org>
Subject: Re: Sutter Sacramento--New Declarant

Thank you. I will let you know if I need your assistance in getting affidavits from any of the employees.

Janay Parnell
Field Examiner - Sacramento Resident Agent
National Labor Relations Board
901 Market Street, Suite 400
San Francisco, CA 94103

Phone: (202) 406-0912
Fax: (415) 356-5156

From: David Willhoite <dwillhoite@calnurses.org>
Sent: Friday, August 4, 2017 9:09 AM
Subject: RE: Sutter Sacramento--New Declarant
To: Parnell, Janay <janay.parnell@nlr.gov>
Cc: Marie Walcek <mwalcek@calnurses.org>, Micah Berul <mberul@calnurses.org>

Janay,

Here is the contact information from (b) (6), (b) (7)(C), (b) (7)(D) I will send you an offer of proof for (b) (6), (b) (7)(C), (b) (7)(D) affidavit early next week. Were you able to take affidavits from (b) (6), (b) (7)(C), (b) (7)(D) and (b) (6), (b) (7)(C)?

Thanks,

David

David Willhoite
Legal Counsel
CNA/NNOC/NNU
tel: 510-273-2275
cell: 510-424-1428
fax: 510-663-4822
www.calnurses.org



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From: Parnell, Janay [Parnell, Janay [<mailto:Janay.Parnell@nrlrb.gov>]
Sent: Thursday, August 03, 2017 2:01 PM
To: David Willhoite
Cc: Micah Berul; Marie Walcek; Roy Hong; Sara Castle
Subject: RE: Sutter Sacramento--New Declarant

David,

The Region prefers sworn affidavits taken by a Board agent as opposed to declarations provided by a party. Therefore, it's not necessary for you to take a declaration from the witness. Instead, can you please provide me with the witness' name and contact information so that I can schedule an affidavit with them?

The Region needs to receive all of the Union's additional evidence by the close of business on Friday, August 11th.

Thanks,
Janay

Janay Parnell
Field Examiner - Sacramento Resident Agent
National Labor Relations Board
901 Market Street, Suite 400
San Francisco, CA 94103

Phone: (202) 406-0912
Fax: (415) 356-5156

From: David Willhoite [<mailto:DWillhoite@CalNurses.Org>]
Sent: Wednesday, August 02, 2017 3:50 PM
To: Parnell, Janay <Janay.Parnell@nlrb.gov>
Cc: Vargas, Olivia <Olivia.Vargas@nlrb.gov>; Coffman, Jill H. <Jill.Coffman@nlrb.gov>; Micah Berul <MBerul@CalNurses.Org>; Marie Walcek <MWalcek@calnurses.org>; Roy Hong <rhong@nationalnursesunited.org>; Sara Castle <SCastle@CalNurses.Org>
Subject: Sutter Sacramento--New Declarant

Good Afternoon Janay,

I wanted to inform you that the Union has uncovered a new witness whose declaration I will be taking on Friday morning. This witness will speak to a past experience with (b) (6), (b) (7)(C), (b) (7)(D) which goes to both (b) (6), (b) (7)(C) tendency to overreact to subordinate employees, (b) (6), (b) (7)(C) subjective experience of normal workplace conversations as hostile, and to the Employer's disparate treatment of (b) (6), (b) (7)(C), (b) (7)(D) in disciplining employees. I imagine that you will be concluding the re-investigation soon, and I wanted to ensure that you considered this piece of evidence. The Union is still trying to persuade another witness to come forward, so if you could please provide us with any provisional deadlines for the final submission of evidence, that would be helpful. Thank you for your continued efforts on this important matter.

Yours,

David Willhoite
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August 28, 2017

MARIE K. WALCEK, LEGAL COUNSEL
CALIFORNIA NURSES ASSOCIATION
155 GRAND AVE
OAKLAND, CA 94612

Re: Sutter Medical Center, Sacramento
Case 20-CA-197833

Dear Ms. WALCEK:

By letter dated July 24, 2017, I informed you that the Region would be treating your appeal as a motion for reconsideration and would be conducting further investigation regarding the dismissed allegations.

This letter is to advise you that the Region has concluded its investigation into the matter and I have decided to adhere to my decision, as set forth in the dismissal letter, to dismiss the allegations that the Employer violated Section 8(a)(1), (3), and (4) of the Act by placing three employees on administrative leave, disciplining two employees, and terminating an employee in retaliation for their protected concerted and/or union activities. The Office of Appeals will resume its consideration of the Charging Party's appeal and it will have access to the entire case file, including evidence submitted after the appeal was filed.

Very truly yours,

/s/

JILL H. COFFMAN
Regional Director


cc: GENERAL COUNSEL
OFFICE OF APPEALS
NATIONAL LABOR RELATIONS BOARD
1015 HALF ST SE
WASHINGTON, DC 20570

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2200 RIVER PLAZA DR
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(b) (6), (b) (7)(C)

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A Voice for Nurses. A Vision for Healthcare
www.calnurses.org

Via NLRB Electronic Filing

September 6, 2017

Richard F. Griffin, Jr., General Counsel
Attn: Office of Appeals
National Labor Relations Board
1015 Half Street SE
Washington, D.C. 20570-0001

Re: *Sutter Medical Center, Sacramento*
Case 20-CA-197833

Dear Mr. Griffin,

On August 29, 2017, the California Nurses Association ("CNA" or "the Union") received notice from Region 20 of the National Labor Relations Board ("Region 20" or "the Region") that after review and conducting further investigation into the dismissed allegations in Case 20-CA-197833, the Regional Director decided to adhere to the Region's original decision to dismiss the allegations that Sutter Medical Center, Sacramento ("Sutter Sacramento" or "Sutter" or "the Employer") violated Sections 8(a)(1), (3), and (4) of the Act by placing three employees on administrative leave, disciplining two employees, and terminating an employee in retaliation for their protected concerted and/or union activities. In defending the Region's decision, the Supervisory Field Examiner handling the investigation explained that the Region again relied heavily upon the Employer's "fair" investigation; on supposedly "consistent" testimony from all parties demonstrating conduct so egregious as to lose protection of the Act; and on the legal analysis laid out in *Crowne Plaza LaGuardia*. None of these proffered reasons account for the dismissals in this case and again point to the Region's misguided analysis. Based on the Region's most recent defense of its decision, the Union hereby submits this supplemental position statement on appeal¹ to address the flawed arguments of the Region and again insist that the decision to partially dismiss must be reversed by General Counsel.

No "Consistent" Testimony Exists that would Demonstrate that (b) (6), (b) (7)(C)
Engaged in Conduct So Opprobrious as to Lose Protection of the Act

In the Union's conversation with the Supervisory Field Examiner handling the investigation regarding the Region's decision to uphold its initial partial dismissal, the Supervisory Field Examiner insisted that the testimony of all the witnesses pointed to RNs (b) (6), (b) (7)(C)

¹ This supplemental position statement is intended to augment the initial position statement on appeal the Union submitted to General Counsel on July 18, 2017. The Union's initial position statement is attached hereto as **Exhibit 1**.

(b) (6), (b) (7)(C) getting into (b) (6), (b) (7)(C) "personal space" in a manner that was so egregious as to lose protection of the Act. When Union counsel pressed back, pointing out that the sworn testimony in the affidavits of (b) (6), (b) (7)(C), (b) (7)(D) and the sworn declarations of (b) (6), (b) (7)(C) do not support that finding, the Supervisory Field Examiner insisted that the Region found in sum all the testimony was "consistent," particularly what each witness told the Employer during the Employer's investigation, foreclosing the need for credibility resolutions by an administrative law judge. Based on the evidence adduced in the investigation, such a determination is logically impossible.

There is nothing in the sworn testimony provided by (b) (6), (b) (7)(C), (b) (7)(D) (b) (6), (b) (7)(C) to indicate that (b) (6), (b) (7)(C) ever inappropriately encroached into (b) (6), (b) (7)(C) "personal space," in any way made physical contact with (b) (6), (b) (7)(C), blocked (b) (6), (b) (7)(C) exit, or took any actions whatsoever that could be construed as so opprobrious as to lose protection of the Act. The legal standard of such conduct is clear, and although already outlined in the Union's initial position statement on appeal, a closer legal analysis addressing this issue is further explicated below. Before addressing the legal analysis, however, it is imperative, given the Region's apparent finding that all testimony "consistently" supported a finding of egregious misconduct, to provide a focused account of the sworn testimony concerning the interaction between (b) (6), (b) (7)(C) that the Region concludes constitutes conduct that is so beyond the pale as to cause these Nurses to lose the protection of the Act²:

(b) (6), (b) (7)(C), (b) (7)(D)

² A broader statement of facts is already laid out in the Union's initial position statement on appeal. The facts set forth herein are intended to focus more specifically on the precise allegations of misconduct by a close and direct read of sworn testimony of witnesses to the alleged incident.

³ Note that Exhibit 14 to (b) (6), (b) (7)(C), (b) (7)(D) affidavit is incomplete (b) (6), (b) (7)(C), (b) (7)(D)

(b) (6), (b) (7)(C) notes is attached here as Exhibit 2. A complete copy of (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C), (b) (7)(D)

By the Region's account of its investigation and conclusions, the above stated sequence of events is "consistent" with all other testimony and with what was reported in the Employer's investigation. As explained below, these conclusions do not align with the Region's ultimate decision to partially dismiss this case, which is inconsistent with all applicable guidance and caselaw and ultimately antithetical to the Act.

As clearly evidenced comparing the sworn testimony outlined above with the termination and discipline notices issued to (b) (6), (b) (7)(C), the accounts of the five witnesses outlined above are unambiguously *not* “consistent” with the Employer’s version of events. Specifically, (b) (6), (b) (7)(C) termination notice states that (b) (6), (b) (7)(C) used (b) (6), (b) (7)(C) body to “physically touch (b) (6), (b) (7)(C) body in an aggressive manner,” that (b) (6), (b) (7)(C) “was pointing (b) (6), (b) (7)(C) finger in (b) (6), (b) (7)(C) face,” that (b) (6), (b) (7)(C) used a “raised voice to shout at (b) (6), (b) (7)(C),” and that (b) (6), (b) (7)(C) backed (b) (6), (b) (7)(C) up against a wall and “physically blocked (b) (6), (b) (7)(C) from being able to walk away.” Further, the disciplinary notices of (b) (6), (b) (7)(C) state that that each exhibited “hostile, intimidating and threatening behavior” toward (b) (6), (b) (7)(C) that they backed (b) (6), (b) (7)(C) up against a wall and surrounded (b) (6), (b) (7)(C) and that “an observing employee was prompted to intervene to remove (b) (6), (b) (7)(C) from the situation.” All of this is *directly* contradicted by the sworn testimony of (b) (6), (b) (7)(C), (b) (7)(D) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C), (b) (7)(D) as outlined above. See, again, (b) (6), (b) (7)(C), (b) (7)(D) Aff., 14:21-15:7; (b) (6), (b) (7)(C), (b) (7)(D) Aff., 10:6-8, 10:18-19, and Exh. 14; (b) (6), (b) (7)(C) Aff., 6:1-8 and 6:15-19; (b) (6), (b) (7)(C)

Decl., ¶ 8; (b) (6), (b) (7)(C) Decl., ¶s 3-5. Therefore it defies logic that the Region could assert that there was “consistent” testimony to support the Employer’s purported rationale for firing (b) (6), (b) (7)(C) and suspending (b) (6), (b) (7)(C).

In an even more galling instance of misguided analysis, the Region continues to insist that in making its determination, the Employer’s investigation was of paramount importance. This is a dangerous assertion for two reasons. First, as outlined in greater detail in the Union’s initial position statement on appeal, whether or not the Employer conducted a thorough investigation and concluded in good faith that some misconduct occurred is irrelevant. Simply stated, the appropriate analysis under *Burnup & Sims* is that an employer who discharges an employee in the good faith but mistaken belief that the employee has engaged in misconduct in the course of protected activity commits an unfair labor practice, *N.L.R.B. v. Ideal Dyeing & Finishing Co.*, 956 F.2d 1167 (9th Cir. 1992). “Over and again the Board had ruled that s 8(a)(1) is violated if an employee is discharged for misconduct arising out of a protected activity, despite the employer’s good faith, when it is shown that the misconduct never occurred.” *NLRB v. Burnup & Sims, Inc.*, 379 U.S. 21, 23, 85 S. Ct. 171, 172, 13 L. Ed. 2d 1 (1964) (citing *Mid-Continent Petroleum Corp.*, 54 N.L.R.B. 912, 932—934; *Standard Oil Co.*, 91 N.L.R.B. 783, 790—791; *Rubin Bros. Footwear, Inc.*, 99 N.L.R.B. 610, 611). “[T]he employer’s good faith is simply not relevant if the misconduct did not occur.” *Shamrock Foods Co. v. NLRB*, 346 F.3d 1130 (2003).

Accepting for a moment the Region’s conclusion that the Employer’s investigation was thorough and unbiased and that the Employer reasonably concluded that some egregious workplace violence incident did occur, the Region should still have then conducted its own independent investigation, completely separate and apart from the Employer’s allegedly “good faith” investigation, and examined the evidence produced to make a determination regarding whether the alleged misconduct did in fact occur. Then, even if the Region were convinced through its own independent investigation that some misconduct did occur on the part of (b) (6), (b) (7)(C), in applying the appropriate *Burnup & Sims* analysis, the Region should then have assessed whether that misconduct was so egregious as to lose protection of the Act, again completely separately and apart from whatever conclusions reached by the Employer in its investigation. See *Consolidated Communications, Inc. v. NLRB*, 837 F.3d 1, 8 (D.C. Cir. 2016), *King Soopers, Inc. v. NLRB*, 859 F.3d 23, 36 (D.C. Cir. 2017). That the Region is continuing to compare its own investigation with the Employer’s is a troubling turn from established guidance and caselaw and again suggests that the Region is conflating the appropriate *Burnup & Sims*/*Atlantic Steel* analysis with *Wright Line*. And to the extent the Region is of the view that it did conduct its own investigation, and did not rely on the Employer’s investigation, again, the affidavit testimony discussed above clearly and convincingly demonstrates no conduct occurred so opprobrious as to lose the protection of the Act.

The analytical error of continued emphasis on the Employer’s investigation has led the Region to rely on the witness accounts in the Employer’s investigatory report over independent sworn testimony, including the sworn affidavits taken by the Region itself. The Region has insisted that “according to the information the Employer had,” (b) (6), (b) (7)(C) did

act inappropriately by “blocking” (b) (6), (b) (7)(C) from leaving the conversation and (b) (6), (b) (7)(C) in particular got into (b) (6), (b) (7)(C) “personal space.” When the Union pushed back on this, pointing to the direct contradictory testimony contained in the sworn statements from (b) (6), (b) (7)(C), (b) (7)(D) (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), (b) (7)(D), the Region responded by insinuating that what some of those witnesses told the Employer during the Employer’s investigation may have been different. This rhetoric is beyond unacceptable and should be grounds alone for reversing the Region’s decision. It should go without saying that even if the Employer had taken direct statements from employees in their own words and had afforded the employees an opportunity to review and revise, such statements are irrelevant when contradicted by affidavit testimony procured by the Region and recounted under penalty of perjury. The intimidation of providing a statement to one’s Employer in and of itself is bound to yield a less-than-perfect account given the power dynamic involved. Further, in the present scenario, these employee witnesses were *not* permitted to provide written statements to the Employer in their own words or with an opportunity to review the Employer’s version of their oral responses to investigatory questioning. Rather, each witness was asked questions and their answers were recorded, second-hand, by an agent of the Employer. No employee witness was allowed to see the notes that were taken by the Employer nor were they allowed to provide their own written statement to be included in the Employer’s report. Instead, the Employer created an account based on its own interpretation (and motives) regarding what occurred. See (b) (6), (b) (7)(C) Decl., ¶ 8. In fact, the only written account of the Employer’s “investigation” that (b) (6), (b) (7)(C) were allowed to review was contained in each of their disciplinary notices. The Employer’s account of events in the disciplinary notices so outrageously differed from their own accounts, based both on what they provided to the Employer and to the Region, that (b) (6), (b) (7)(C) each wrote on their respective notices that they disagreed with the content contained therein. See attached each signed disciplinary notice attached here as **Exhibit 3**. These discrepancies arose even though (b) (6), (b) (7)(C), (b) (7)(D) (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), (b) (7)(D) each recounted what they witnessed from the alleged incident to the Employer exactly as they did in their affidavits and sworn declarations. See (b) (6), (b) (7)(C), (b) (7)(D) Aff., 14:18-19; (b) (6), (b) (7)(C) Aff., Exh. 14; (b) (6), (b) (7)(C) Aff., 6:18-19; (b) (6), (b) (7)(C) Decl., ¶ 8; (b) (6), (b) (7)(C) Decl., ¶ 5. Clearly, the Employer’s account of what witnesses supposedly said is not consistent with actual witness testimony. This being the case, the Region is required to accept the affidavit testimony it gathered over and above any hearsay evidence.

Despite these obvious discrepancies between the Employer’s second- and third-hand accounts and direct witness testimony, the Region maintains that all accounts were “consistent” and all accounts affirm that (b) (6), (b) (7)(C) got into (b) (6), (b) (7)(C) “personal space” and that (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) had backed (b) (6), (b) (7)(C) against a wall and blocked (b) (6), (b) (7)(C) from exiting the conversation. To reach the conclusion that all witness accounts consistently uphold that version of events, the Region either completely ignored the sworn statements of (b) (6), (b) (7)(C), (b) (7)(D) (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), (b) (7)(D) or at minimum placed more weight behind accounts in the Employer’s investigatory report and/or affidavit statements of other witnesses procured by the Region. Whatever the case, it is apparent that the Region has, either consciously or unconsciously, credited the testimony of certain witnesses and accounts above others. (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) all maintain that (b) (6), (b) (7)(C) was never “backed up against a wall,” nor was (b) (6), (b) (7)(C) “blocked” from exiting the conversation. (b) (6), (b) (7)(C) all deny

that (b) (6), (b) (7)(C) was acting aggressively or inappropriately or that (b) (6), (b) (7)(C) was in (b) (6), (b) (7)(C) "personal space." That being the case, there clearly exists here conflicting narratives from eyewitnesses that *must* be resolved by a trier of fact. As recited in greater detail in the Union's initial position statement on appeal, in such a scenario with a clash of testimonies and the case therefore turning primarily on credibility resolutions, such resolutions must necessarily be resolved by a trier of fact, not in the preliminary Board investigatory process. NLRB Casehandling Manual Part 1: Unfair Labor Practice Proceedings, Section 10064.

Alternatively, if all witness statements do in fact align precisely with the sworn statements of (b) (6), (b) (7)(C), (b) (7)(D), as outlined above, then it follows that the Region, again wildly diverging from established caselaw, has concluded that the above stated sequence of events constitutes misconduct so opprobrious as to lose protection of the Act and to justify termination of a veteran employee with a spotless record. If the Region has thusly concluded that three employees directly engaged in protected concerted activity should lose protection of the Act because (b) (6), (b) (7)(C) was offended by a critique of (b) (6), (b) (7)(C) communication style, the Region has created an entirely new and dangerous precedent of what constitutes misconduct sufficient to remove protection of the Act. As outlined below, the legal standard here is clear and the Region has grossly erred in its review and analysis of this case at the cost of jeopardizing three employees' livelihoods and devastating a union organizing campaign.

(b) (6), (b) (7)(C) Actions Were Not Sufficient to Remove Protection of the Act

In the post-determination discussion with the Supervisory Field Examiner, the Union learned that the Region placed a great deal of emphasis on the Board's holding in *Crowne Plaza LaGuardia*, 357 NLRB 1097 (2011). During the course of the initial investigation, the Region informed the Union that it was examining the allegations under the rubric of that case, and the Union submitted an additional position statement June 22, 2017 specifically addressing an analysis of the facts as rendered in *LaGuardia*. A copy of that June 22 position statement is attached here as **Exhibit 4**.

As noted above and discussed extensively in the Union's initial position statement on appeal, under a *Burnup & Sims* analysis, once it is established that an employee was disciplined "for conduct that is part of the res gestae of protected concerted activities, the relevant question is whether the conduct is so egregious as to take it outside the protection of the Act." *Goya Foods, Inc.*, 356 NLRB 476, 477 fn. 11 (2011). That leads the legal analysis to an examination of the facts under the four part *Atlantic Steel* test. *Atlantic Steel Co.*, 245 NLRB 814, 816 (1979). It is undisputed that the conduct of (b) (6), (b) (7)(C) constituted protected concerted activity. Further, it is well established that where the conduct at issue arises from protected activity, as here, the Board does not consider such conduct as a separate and independent basis for discipline. *Id.*, see also *Tampa Tribune*, 351 NLRB 1324, 1326 fn. 14 (2007), enf. denied on other grounds sub nom. *Media General Operations, Inc. v. NLRB*, 560 F.3d 181 (4th Cir. 2009).⁴

⁴ This same footnote also remarks that a *Wright Line* analysis is inappropriate where there is an absence of dispute about the Employer's motives for taking an adverse employment action. While the Union certainly believes that (b) (6), (b) (7)(C) role as a known leader of the Union's organizing campaign in (b) (6), (b) (7)(C) was the *causa sine qua non* of (b) (6), (b) (7)(C) termination, the stated reason for (b) (6), (b) (7)(C) termination was (b) (6), (b) (7)(C) interaction with (b) (6), (b) (7)(C). The same can be said

LaGuardia examines but one example of conduct by employees sufficient to lose protection of the Act; however, there are a plethora of others, many more closely mirroring the present facts than *LaGuardia* itself.

As mentioned above and set forth in the Union's previous position statement, longstanding Board precedent establishes that "employees are permitted some leeway for impulsive behavior when engaging in concerted activity," subject to the employer's right to maintain order and respect. *Piper Realty Co.*, 313 NLRB 1289, 1290 (1994). To assess whether an employee's conduct is so opprobrious that it outweighs his or her Section 7 rights, the Board applies the balancing test set forth in *Atlantic Steel*, supra. This test involves balancing four factors: (1) the place of the discussion; (2) the subject matter of the discussion; (3) the nature of the employee's outburst; and (4) whether the outburst was, in any way, provoked by an employer's unfair labor practice. *Atlantic Steel*, 245 NLRB at 816. Although *LaGuardia* addresses all four factors, the Region appears to be focused on the decision's third factor analysis.

In *LaGuardia*, the Board held that three employees who *deliberately* and excessively touched their supervisor *with an effort to restrain him* as a means of presenting him with an employee-signed petition forfeited protection under the Act. *LaGuardia*, supra at 1101. There, one employee deliberately grabbed the supervisor's shoulder to prevent him from leaving and reached around his waist with the petition; another employee pushed her chest against the supervisor and moved from side to side, deliberately blocking his exit; a third employee deliberately grabbed the supervisor's arm to restrain him from fleeing. *Id.* at 1098. The Board held that such deliberate physical contact "reasonably threatened [the supervisor] and the Respondent's ability to maintain workplace order and discipline." *Id.* at 1101. However, a fourth employee did not forfeit protection of the Act for briefly touching a security guard's wrist as the guard waved his arms to clear a path for the supervisor. *Id.* Because the fourth employee did not deliberately touch the security guard with any direct intention to restrain or threaten him, her conduct was materially different from the other three employees, and therefore her discipline was protected under the Act, and the Employer violated 8(a)(1) in bringing discipline against her. *Id.*

Because of the facts in *LaGuardia* and the allegations in the Employer's disciplinary notices to the RNs, the Union assumed that the Employer was maintaining that (b) (6), (b) (7)(C) physically touched (b) (6), (b) (7)(C) in a deliberate attempt to restrain (b) (6), (b) (7)(C). However, after the Union's conversations with the Supervisory Field Examiner, the Union understands that the Region concluded that the alleged misconduct committed in the course of PCA was merely that (b) (6), (b) (7)(C) infringed upon (b) (6), (b) (7)(C) personal space and that (b) (6), (b) (7)(C) felt surrounded and was prevented from exiting the conversation, *not* that physical contact was made⁵. Because of the gravity of this case, both in its impact on the lives of dedicated and compassionate

for the disciplines of (b) (6), (b) (7)(C) (additionally, (b) (6), (b) (7)(C) initiated a State Department of Public Health claim against the Employer). Should the Office of Appeals determine that a *Wright Line* analysis is appropriate, the Union has addressed this issue in its June 6, 2017 position statement.

⁵ The Supervisory Field Examiner emphasized that the Region concluded that (b) (6), (b) (7)(C) was in (b) (6), (b) (7)(C) "personal space" and that "even if (b) (6), (b) (7)(C) did not touch (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) conduct still forfeited the protection of the Act.

caregivers and on the success of a fledgling organizing campaign, and in light of the recent and highly instructive decision of ALJ Thomas Randazzo in *Greyhound Lines, Inc. and Louis Little (An Individual)*, in Case 08-CA-181769⁶, the Union believes it appropriate to offer further analysis of the case under *Atlantic Steel*. Although only persuasive authority as an ALJ decision, the *Greyhound Lines* decision itself catalogues a vast array of decisions by the Board finding far more egregious conduct than that alleged to have been committed by (b) (6), (b) (7)(C) insufficient to lose protection of the Act.

In *Greyhound Lines*, long-time employee and Union steward Louis Little was terminated by his Employer after an interaction with his supervisor, Heben, regarding working conditions. *Greyhound Lines, Inc. & Louis Little, an Individual*, 08-CA-181769, 2017 WL 3225839 (July 21, 2017). During Little's conversation with Heben, Heben repeatedly pointed his finger at Little. *Id.* In response, Little retorted, "just like you're putting your finger in my face, I can put my finger in your face" and then Little "pointed his finger at Heben and said that he could 'say whatever the fuck [he] want[ed] to say.'" *Id.* Little and Heben were standing "very close" together at the time. *Id.* The Employer further alleged that Little struck Heben during the course of the same interaction, which Little denied. *Id.* This clash in testimony was rightly resolved by the ALJ hearing the case, who ultimately determined that Little did not strike Heben, but that Little did raise his voice, use profanity (including the words "damn," "shit," and "fuck"), and use "aggressive" hand gestures, which included swinging his hand in front of his body with a pointed finger for emphasis at Heben while standing very close to Heben in a hallway and on platform dock area in the work facility. *Id.* Ultimately the ALJ determined that Little's conduct during the course of protected concerted activity did not rise to a level so opprobrious as to lose protection of the Act.

In making this determination, ALJ Randazzo's description of the third *Atlantic Steel* factor is particularly compelling:

In assessing whether an employee's protected conduct loses the protection of the Act, the Board recognizes that disputes over working conditions are the type most likely to cause ill feelings and strong responses. *Kiewit Power Constructors Co.*, 355 NLRB 708, 710 (2010), *enfd.* 652 F.d 22 (D.C. Cir. 2011) citing *Consumers Power*, 282 NLRB 130, 132 (1986). The Board has held that in deciding whether conduct is removed from the protection of the Act, it determines whether the conduct is "so violent or of such serious character as to render the employee unfit for further service." *St. Margaret Mercy Healthcare Centers*, 350 NLRB 203, 204-205 (2007), *enfd.* 519 F.3d 373 (7th Cir. 2008). In an attempt to distinguish between protected conduct that maintains the Act's protection from that which is so egregious that it loses its protection, the Board has found that a line "is drawn between cases where employees engaged in concerted activities that exceed the bounds of lawful conduct in a moment of animal exuberance or in a manner not motivated by improper motives and those flagrant cases in which the misconduct is so violent or of such a character as to render the employee unfit for further service." *Kiewit*

⁶ The ALJD in *Greyhound Lines* issued three days after the Union submitted its position statement on appeal.

Power, supra at 710, citing *Prescott Industrial Products Co.*, 205 NLRB 51, 51-52 (1973).” *Id.*

The notion that (b) (6), (b) (7)(C) acted with “improper motives” and engaged in “misconduct so violent...as to render the[m] unfit for further service” would be laughable were the consequences not so serious. The Region’s failure to properly draw the line between truly threatening and grossly insubordinate behavior compared to an alleged moment of, at most, “disrespectful, rude, and defiant” behavior has potentially ruined the career of a (b) (6), (b) (7)(C) nurse with exemplary evaluations and a spotless disciplinary record and threatened the careers of two others. *Goya Foods, Inc.*, 356 NLRB at 478; See *Severance Tool Industries*, 301 NLRB 1166, 1170 (1991), enfd. mem. 953 F.2d 1384 (6th Cir. 1992) (where the Board found an employee’s “disrespectful, rude, and defiant demeanor and the use of a vulgar word” during the course of protected activity insufficient to cause him to lose the Act’s protection, notwithstanding the employer’s characterization of the conduct as “insubordinate, belligerent, and threatening.”) The Board has held that such statements which are “single, brief, and spontaneous reactions” by an employee and not “premeditated and sustained personal threats” are not sufficient to remove the protection of the Act from the protected activities. *Kiewit Power*, supra at 710; see also *Burle Industries*, 300 NLRB 498 (1990), enfd. 932 F.2d 958 (3d Cir. 1991). There is simply no “consistent” evidence to support that (b) (6), (b) (7)(C) conversation with (b) (6), (b) (7)(C) constituted premeditated, sustained personal threats. The Union is not in a position to know whether the Employer provided any evidence to suggest otherwise. If it did, however, again, credibility resolutions by a trier of fact are required.

The Region’s purported reliance on *LaGuardia* further raises eyebrows because (b) (6), (b) (7)(C) termination notice specifically cites (b) (6), (b) (7)(C) violation of the Employer’s workplace violence policy. However, in *LaGuardia* the Board cites *Louisiana Council No. 17*, 250 NLRB 880, 882 (1980) approvingly for the principal that employees who are engaged in protected concerted activities “generally do not lose the protective mantle of the Act simply because their activity contravenes an employer’s rules or policy.” *LaGuardia*, 357 NLRB at 1101.

Again the application of *LaGuardia*’s fact pattern to that of the instant case is inapt. It forces the Region into a Hobbesian choice; either the Region has concluded that the preponderance of evidence establishes that (b) (6), (b) (7)(C) indeed deliberately physically cornered, restrained, and blocked (b) (6), (b) (7)(C) from exiting a hostile situation contrary to the entirety of their sworn testimony; or the Region has found all testimony to be consistent with that of (b) (6), (b) (7)(C) and nonetheless concluded that despite there being no such cornering, restraining, or blocking, the fact that (b) (6), (b) (7)(C) put up (b) (6), (b) (7)(C) hand to mirror (b) (6), (b) (7)(C) own hand motion back to (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) standing close to (b) (6), (b) (7)(C) constituted conduct so opprobrious as to lose protection of the Act. If the Region has adopted the former position, it has discredited sworn testimony of three to five witnesses and thereby rendered an unacceptable credibility determination reserved for an administrative law judge. If the Region has adopted the later position, it renders their reliance on *LaGuardia* unintelligible, and, more importantly, runs counter to established Board law regarding the severity of conduct necessary to forfeit the Act’s protection.

General Counsel Must Reverse the Region's Partial Dismissal

It is clear that even after review and reconsideration of its original decision, the Region continues to misapply the appropriate procedural and analytical framework in this case. It bears repeating that the stakes in this case are dire: three nurses have had their reputations sullied and their livelihoods threatened and one (b) (6), (b) (7)(C) nurse and key, outspoken Union supporter has been terminated in the midst of an ongoing union organizing campaign. (b) (6), (b) (7)(C) have been faced with returning to work with a mark of "workplace violence" on their records and (b) (6), (b) (7)(C) has had to struggle to find alternate work with the same "workplace violence" record and allegations of "intimidating and threatening behavior" and suggestions of physical assault.

Prior to the Employer learning of (b) (6), (b) (7)(C) protected concerted and Union activities, these nurses were held in very high regard by the Employer. Again, these three nurses had a combined (b) (6), (b) (7)(C) of unblemished work records at Sutter and stellar reviews to match. In fact, in a recent Employer evaluation of (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) specifically was identified as an employee who "communicates with others (both internal and external) in a positive and effective manner," "demonstrates appropriate work behaviors that are sensitive to the work environment, including talking softly in patient care and support areas," and "demonstrates professionalism when faced with situations requiring conflict resolution [...] – listens to problem/issue, responds calmly and positively, and seeks to resolve situation in a non-defensive manner." (b) (6), (b) (7)(C) was rated by Sutter as a "Strong Performer" in the area of Honesty & Integrity and (b) (6), (b) (7)(C) wrote of (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) "willingly accepts work direction from supervisor and appropriate team members." Sutter's praise of (b) (6), (b) (7)(C) has been equally glowing. In a recent Sutter evaluation of (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) Sutter wrote of (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) "is respectful of our families, visitors, patients, and staff" and that (b) (6), (b) (7)(C) "interacts well with others" and "[r]epresents the organization well, and reflects the values and mission of Sutter health at all times." In a later evaluation, Sutter commended (b) (6), (b) (7)(C) on (b) (6), (b) (7)(C) honesty and integrity, noting that (b) (6), (b) (7)(C) "recognizes and takes accountability for personal actions or inaction and fully tells/discloses information to appropriate individuals." Similarly, (b) (6), (b) (7)(C) most recent evaluation states that (b) (6), (b) (7)(C) "adheres and models the Standards of Behavior of Sutter Health, at all times," is "an asset to (b) (6), (b) (7)(C)," and "is always very pleasant to work with."⁷ While such evidence as to the Nurses' work records and character are instructive under a *Wright Line* analysis, such evidence is also highly relevant here in assessing whether the Region could logically conclude that conduct so opprobrious in fact occurred to justify the firing and suspension of the three nurses without making credibility determinations, as the Region claims.

Given the well-established records of these nurses, the accusations against (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) are outrageous and must be carefully and appropriately assessed. The framework provided by *Burnup & Sims* requires that the Employer be found in violation of the Act where (b) (6), (b) (7)(C) were wrongly disciplined for alleged misconduct that did not occur, regardless of the Employer's supposed good faith efforts in its investigation. As stated previously, the underlying principles of *Burnup & Sims* are particularly relevant here:

⁷ (b) (6), (b) (7)(C) recent evaluations were not attached to (b) (6), (b) (7)(C) affidavit. They are attached here as Exhibit 5.

That rule seems to us to be in conformity with the policy behind s 8(a)(1). Otherwise the protected activity would lose some of its immunity, since the example of employees who are discharged on false charges would or might have a deterrent effect on other employees. Union activity often engenders strong emotions and gives rise to active rumors. A protected activity acquires a precarious status if innocent employees can be discharged while engaging in it, even though the employer acted in good faith. It is the tendency of those discharges to weaken or destroy the s 8(a)(1) right that is controlling. We are not in the realm of managerial prerogatives. Rather, we are concerned with the manner of soliciting union membership over which the Board has been entrusted with powers of surveillance.

Burnup & Sims, supra, at pp. 23-24, 85 S.Ct. at pp. 172, 173. It is all too painfully clear here that the Region has made an egregious error in its determination, which could have only been reached by one of two equally improper avenues.

The first is that the Region, accepting the sworn testimony of (b) (6), (b) (7)(C), (b) (7)(D) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C), (b) (7)(D), has determined that where an employee addresses (b) (6), (b) (7)(C) about workplace conditions, without raising (b) (6), (b) (7)(C) voice, without making any physical contact, without blocking or restraining, without profanity, and with only the best intentions to improve working conditions, by merely standing close to (b) (6), (b) (7)(C) or demonstrating a hand gesture used repeatedly by (b) (6), (b) (7)(C), that the employee loses protection of the Act. Were this reasoning to be upheld, workers everywhere would face an unprecedented new standard of conduct while engaging in protected concerted activity. If employees cannot collectively discuss workplace issues with management without so much as a raised hand, the voice of workers everywhere will be muted. If employees with decades of unblemished service can be lawfully fired or suspended because (b) (6), (b) (7)(C) was offended by honest critique in an attempt to improve workplace conditions, the very essence of the Act will be subverted.

Alternatively, the Region has erroneously made credibility determinations to conclude that the explicit sworn testimony of (b) (6), (b) (7)(C), (b) (7)(D) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C), (b) (7)(D) should be discounted. To the extent that some evidence in the form of sworn witness testimony may have been produced by the Employer to indicate that (b) (6), (b) (7)(C) did engage in conduct so violent as to render them unfit for further service, say by physically assaulting and/or aggressively and intentionally restraining (b) (6), (b) (7)(C) as the Employer's disciplinary notices suggest, again, such evidence is in direct contradiction to sworn witness testimony provided by at least five other eyewitnesses.⁸ As such, a credibility determination by an administrative law judge is required and the Region should have issued complaint accordingly. If the Region's decision to partially dismiss is upheld on these grounds, an entirely new procedural standard would be

⁸ To repeat, according to the explicit, sworn testimony of (b) (6), (b) (7)(C), (b) (7)(D) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C), (b) (7)(D) (b) (6), (b) (7)(C), (b) (7)(D)

It must also be stressed that the nurses requested any videotaping of the incident that the Employer may have had in its possession, demonstrating that they knew that they had not engaged in any egregious conduct to justify possibly termination or suspension.

Richard F. Griffin, Jr., General Counsel
Sutter Medical Center, Sacramento
20-CA-197833
September 6, 2017
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created, flouting requirements of due process and completely flipping the legislative structure of Board proceedings.

As the Region has inappropriately declined to issue complaint in this case, it is incumbent upon General Counsel to correct this appalling error in order to uphold the Act and offer protection to Sutter employees engaging in the most basic and essential forms of protected concerted activity.

Respectfully submitted,

CALIFORNIA NURSES ASSOCIATION (CNA)
LEGAL DEPARTMENT

A handwritten signature in blue ink, appearing to read 'Marie Walcek', with a long horizontal flourish extending to the right.

Marie Walcek
David Willhoite
Legal Counsel

cc: Jill Coffman, NLRB Region 20 Regional Director
Olivia Vargas, NLRB Region 20 Supervisory Field Examiner
Roy Hong, CNA

EXHIBIT 1

Supplemental Position Statement on Appeal
Sutter Medical Center, Sacramento
Case 20-CA-197833



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Via NLRB Electronic Filing

July 18, 2017

Richard F. Griffin, Jr., General Counsel
Attn: Office of Appeals
National Labor Relations Board
1015 Half Street SE
Washington, D.C. 20570-0001

Re: *Sutter Medical Center, Sacramento*
Case 20-CA-197833

Dear Mr. Griffin,

The California Nurses Association (“CNA” or “Union”) hereby appeals the decision of the Regional Director of Region 20 to partially dismiss the above-referenced unfair labor practice charge filed against Sutter Medical Center, Sacramento (“Sutter” or “Employer”). This appeal involves a textbook case of an employer wielding unbridled power in the workplace to send an unequivocal message designed to halt a union organizing campaign by firing a high profile union supporter and disciplining two others for exercising their right to speak up on behalf of their coworkers. This case is unusual in three important respects justifying close scrutiny on appeal. First, the Employer falsely accused (b) (6), (b) (7)(C) registered nurse with a flawless record of engaging in “workplace violence” allegedly directed at (b) (6), (b) (7)(C) – a criminal, or at a minimum, quasi-criminal charge – unsupported by the record. Second, the Region conflated the applicable legal standard, erroneously crediting the Employer’s conclusion based on the Region’s assertion that the Employer conducted a “thorough” and “unbiased” investigation in the face of directly contrary, consistent reports provided by the several staff nurses who were present when the alleged “workplace violence” occurred. Third, the Region deemed certain witnesses to be “neutral” and therefore gave their testimony added weight without any objective supporting evidence, thereby inappropriately making flawed credibility determinations in the investigatory stage.

Specifically, during an initial organizing campaign, the Employer disciplined three primary Union supporters, including terminating (b) (6), (b) (7)(C), alleging that the nurses engaged in workplace violence in the midst of protected, concerted activity (“PCA”). Despite sworn statements from four nurses involved stating that no inappropriate physical or otherwise aggressive misconduct took place, the Region based its decision on the Employer’s supposed good faith investigation, erroneously morphing *Atlantic Steel* and *Wright Line* analysis. Stunningly, the Region saw the Employer’s account of what occurred as more “neutral,” implicitly and improperly rendering credibility determinations of the accounts in the Employer investigation and discounting the contradictory witness statements provided by those nurses directly involved in the alleged incident. For the reasons set forth below, the Decision to Partially

Dismiss must be reversed, or the Region should consider this appeal as a motion for reconsideration in light of the additional evidence and argument set forth in this appeal. Upon a careful review of the evidence, it is abundantly clear that complaint should issue with regard to all allegations in the charge filed by Union and the related charges filed by the individual nurses who were disciplined.

Background

Unfair Labor Practice charges were filed with Region 20 of the National Labor Relations Board ("the Region") by Sutter registered nurses ("RN"s) (b) (6), (b) (7)(C) on April 13, 2017 (Case Nos. 20-CA-196911, 20-CA-196918, 20-CA-196913, respectively), by RN (b) (6), (b) (7)(C) on April 25, 2017 (Case No. 20-CA-197780), and by the Union on April 28, 2017 (Case No. 20-CA-197833) alleging, collectively, that Sutter violated Sections 8(a)(1), 8(a)(3) and 8(a)(4) of the National Labor Relations Act ("the Act") by:

- Placing three employees on administrative leave in retaliation for their protected concerted and/or union activities;
- Disciplining two employees in retaliation for their protected concerted and/or union activities;
- Terminating an employee in retaliation for (b) (6), (b) (7)(C) protected concerted and/or union activities;
- Maintaining and enforcing an unlawful policy prohibiting employees from discussing investigations of alleged employee misconduct and/or discipline of employees;
- Interrogating employees about their protected activities; and/or
- Threatening employees with reprisals for their protected activities.

The allegations were supported by the affidavit testimony of (b) (6), (b) (7)(C), (b) (7)(D) as well as (b) (6), (b) (7)(C), (b) (7)(D), and all of the documentary evidence attached thereto. The allegations were also supported by the sworn declarations of (b) (6), (b) (7)(C). The Employer provided no objective evidence to refute the charges. Rather, the Employer provided the Region with a copy of its own internal investigation documents, which included third-hand hearsay accounts of what the Employer concluded to be "workplace violence," as reported and documented by the Employer's direct agents. According to the Region, several accounts as reported by the Employer contradicted the sworn statements of (b) (6), (b) (7)(C), (b) (7)(D) (b) (6), (b) (7)(C). The Employer further claimed that it had no knowledge of any of the RNs involvement in or support of any Union organizing efforts at the facility. This claim was directly rebutted by sworn testimony provided in support of the charge.

On June 29, 2017, the Region issued a partial dismissal of those allegations based on the disciplines of (b) (6), (b) (7)(C). In its dismissal letter the Region stated that there was insufficient evidence to establish that the Employer engaged in the following conduct: (1) placing three employees on administrative leave in retaliation for their protected concerted and/or union activities; (2) disciplining two employees in retaliation for their protected concerted and/or union activities; and (3) terminating an employee in retaliation for (b) (6), (b) (7)(C) protected concerted and/or union activities. The remaining allegations regarding the Employer's maintenance and

enforcement of an unlawful policy prohibiting employees from discussing workplace investigations with their coworkers, and its interrogation of and threats to (b) (6), (b) (7)(C) regarding the aforementioned policy were found meritorious and remain subject to further processing.

Statement of Facts

With deteriorating working conditions creating unsafe staffing assignments among a host of other serious workplace issues, nurses in the (b) (6), (b) (7)(C) at Sutter Sacramento began in recent years to increase collective efforts to improve working conditions and advocate for better staffing, patient safety, and communication with management. Sutter NICU RNs (b) (6), (b) (7)(C) rose as known leaders in their unit, gathering grievances from coworkers and bringing collective concerns to management in an attempt to better the working conditions in the unit.

They advocated via meetings and letters to their managers and even reported the hospital's unsafe practices to the State Department of Public Health, which stepped in temporarily to address unsafe staffing, but the (b) (6), (b) (7)(C) nurses' concerns were ignored by management. The ratio of nurses to patients remained at unsafe levels, and nothing was done to coordinate the assignments of patients to nurses in a way that made sense given the physical space in which the unit operates. With these serious concerns going unaddressed, (b) (6), (b) (7)(C) reached out to CNA in early 2016 to discuss the potential for unionization at the facility. (b) (6), (b) (7)(C) discussed these issues and the potential for union representation with (b) (6), (b) (7)(C) colleagues, including (b) (6), (b) (7)(C) quickly became established and recognized leaders in the effort, regularly meeting with CNA organizers, attending meetings, and talking to coworkers about unionizing.

(b) (6), (b) (7)(C) leadership in these areas did not go unnoticed by Sutter. Sutter targeted (b) (6), (b) (7)(C) in particular. At least as far back as January of this year, Sutter began a concerted campaign to discredit (b) (6), (b) (7)(C) actions on behalf of the Union organizing campaign. On or around January 31, 2017, (b) (6), (b) (7)(C) expressly told (b) (6), (b) (7)(C) that Sutter management already knew all about (b) (6), (b) (7)(C) Union involvement. (See Confidential Witness Declaration of (b) (6), (b) (7)(C) dated June 20, 2017, at ¶¶ 3-4.) (b) (6), (b) (7)(C) went on to state that the Union paid (b) (6), (b) (7)(C) for (b) (6), (b) (7)(C) activities, an absolute falsehood and a clear attempt by management to actively discredit (b) (6), (b) (7)(C) and undermine the Union efforts more broadly. Sutter would later go on to claim that at the time of (b) (6), (b) (7)(C) termination and (b) (6), (b) (7)(C) disciplines, that management had no knowledge of the involvement of those disciplined in any union organizing campaign, a flat out lie given the testimony in (b) (6), (b) (7)(C) declaration.

With management becoming increasingly aware of the discontent in (b) (6), (b) (7)(C) and of the nurses' discussions of unionization, newly appointed (b) (6), (b) (7)(C) announced a town hall event to be held in the unit on (b) (6), (b) (7)(C) 2017 to discuss concerns and attempt to quell the organized efforts of the nurses to improve working conditions and patient safety in the unit. At

(b) (6), (b) (7)(C), (b) (7)(D)

(See Affidavit of (b) (6), (b) (7)(C), (b) (7)(D) ("(b) (6), (b) (7)(C), (b) (7)(D) Affd.") at pp. 9-12.) (b) (6), (b) (7)(C)

(See Affidavit of (b) (6), (b) (7)(C), (b) (7)(D) Affd.") at pp.3-4.) (b) (6), (b) (7)(C), (b) (7)(D)

(See Confidential Witness Affidavit of (b) (6), (b) (7)(C), (b) (7)(D) (b) (6), (b) (7)(C), (b) (7)(D) at pp.8-9.)

(b) (6), (b) (7)(C), (b) (7)(D)

Affd. at pp 12-13.) (b) (6), (b) (7)(C), (b) (7)(D)

Affd. at 13; (b) (6), (b) (7)(C), (b) (7)(D) pp. 4-6; (b) (6), (b) (7)(C), (b) (7)(D) at p. 10; Confidential Witness declaration of Carla Smith dated 7/10/17 pp. 1-2.)

(b) (6), (b) (7)(C), (b) (7)(D)

p. 6), but at no point during the conversation was (b) (6), (b) (7)(C) physically blocked from exiting the conversation. (b) (6), (b) (7)(C) abrupt and emotional exit from the conversation surprised and confused (b) (6), (b) (7)(C), given the mundane nature and tenor of the conversation.

(b) (6), (b) (7)(C), (b) (7)(D)

at 13.) (b) (6), (b) (7)(C), (b) (7)(D)

(b) (6), (b) (7)(C), (b) (7)(D)

Affd., pp.13-14.)

The next day, (b) (6), (b) (7)(C) were each called in to speak with management separately. Management questioned the nurses about their conversation the day prior with (b) (6), (b) (7)(C) and handed each nurse paperwork informing them that they were being placed on unpaid leave pending an investigation into an absurd allegation of workplace violence. The nurses consistently denied that any aggressive behavior or misconduct took place and implored Sutter to review any and all surveillance footage from the day prior to clear their names. Sutter paid little mind to the accounts of these long-time RNs without any prior incidents of misconduct, let alone "violence." And in added insult, Sutter unlawfully prohibited the nurses from speaking with any of their colleagues about their unprecedented disciplinary investigation. In enforcing this unlawful policy, the Employer went so far as to interrogate and threaten an (b) (6), (b) (7)(C), for discussing what (b) (6), (b) (7)(C) had heard of the disciplines with (b) (6), (b) (7)(C) coworkers. (See Confidential Witness declaration of (b) (6), (b) (7)(C)). Stunned at the egregious accusations, each of the nurses filed an unfair labor practice charge with the National Labor Relations Board ("NLRB"). Days later, Sutter terminated (b) (6), (b) (7)(C) and placed (b) (6), (b) (7)(C) on a corrective action plan equivalent to a last chance agreement.

(b) (6), (b) (7)(C), (b) (7)(D)

(See Supplemental Confidential Witness Affidavit of (b) (6), (b) (7)(C), (b) (7)(D) ("Supp. (b) (6), (b) (7)(C), (b) (7)(D) Affd."), Exhibit 1.) The version of the incident described in the termination notice is so completely at odds with the (b) (6), (b) (7)(C), (b) (7)(D) who were accused of misconduct as to conjure images of an Orwellian universe where egregious distortion of facts passes for truth justifying the harshest imaginable consequences for those who simply speak their minds in an effort to have legitimate concerns addressed. The three nurses who were engaged in the conversation with (b) (6), (b) (7)(C) unequivocally deny that there was any physical touching or even a raised voice by anyone other than the (b) (6), (b) (7)(C). They also consistently deny that there was any effort to back (b) (6), (b) (7)(C) up against a wall, or to prevent (b) (6), (b) (7)(C) from leaving the conversation at any time.

A (b) (6), (b) (7)(C) nurse who was also involved in the conversation, (b) (6), (b) (7)(C), additionally provided a sworn declaration that was included in the initial Board investigation describing what (b) (6), (b) (7)(C) observed about the incident that led to the disciplines and termination. (See Confidential Witness Declaration of (b) (6), (b) (7)(C) said that (b) (6), (b) (7)(C) approached the circle and made a lighthearted suggestion to conduct a pizza party. After listening to the conversation for a few minutes, (b) (6), (b) (7)(C) then walked about ten feet away to talk to two (b) (6), (b) (7)(C) nurses and relayed that, "[a]t no point did the conversation seem hostile or aggressive." (b) (6), (b) (7)(C) states that after a few minutes, one of the nurses (b) (6), (b) (7)(C) was talking to observed that the (b) (6), (b) (7)(C) was crying. (b) (6), (b) (7)(C)

then heard the (b) (6), (b) (7)(C) say, "It's not fair, it's not fair. I'm human too." (b) (6), (b) (7)(C) observed the (b) (6), (b) (7)(C) turn and walk away and heard (b) (6), (b) (7)(C) call to (b) (6), (b) (7)(C) to "come back." (b) (6), (b) (7)(C) shouted, "I don't want to talk to you" in response. (b) (6), (b) (7)(C) was called by Human Resources office a few days later and questioned by phone about whether (b) (6), (b) (7)(C) had observed any aggressive behavior against the ANM by (b) (6), (b) (7)(C) after the town hall meeting. (b) (6), (b) (7)(C) said that (b) (6), (b) (7)(C) had not and described the incident "just as (b) (6), (b) (7)(C) had] in this Declaration."

(b) (6), (b) (7)(C) provided new evidence in the form of a Confidential Witness Declaration on July 10, 2017, after the Region's decision to dismiss the Union's charge, swearing under penalty of perjury that (b) (6), (b) (7)(C). **That new evidence is submitted hereto as Exhibit 1.** (b) (6), (b) (7)(C) states that while "the conversation seemed passionate," "[t]here was no yelling or touching going on and there was nothing about the conversation that (b) (6), (b) (7)(C) observed that made (b) (6), (b) (7)(C) concerned or worried." As (b) (6), (b) (7)(C) waited for a coworker near the ongoing conversation, (b) (6), (b) (7)(C) heard the (b) (6), (b) (7)(C) raise (b) (6), (b) (7)(C) voice, "but did not hear anyone else with a raised voice." (b) (6), (b) (7)(C) was not interviewed by Sutter prior to Sutter's decision to terminate (b) (6), (b) (7)(C) and issue serious discipline to (b) (6), (b) (7)(C). Notably, the Employer's attorney met with (b) (6), (b) (7)(C) to ask (b) (6), (b) (7)(C) what (b) (6), (b) (7)(C) observed and (b) (6), (b) (7)(C) recounted precisely what is contained in (b) (6), (b) (7)(C) Declaration filed herewith. Sutter's attorney specifically asked (b) (6), (b) (7)(C) whether (b) (6), (b) (7)(C) observed any physical touching and whether (b) (6), (b) (7)(C) observed any conduct that would have made it difficult for (b) (6), (b) (7)(C) to extricate (b) (6), (b) (7)(C) from the conversation and Smith answered both questions in the negative. At his request, (b) (6), (b) (7)(C) also recounted for him precisely who was present so that he could conduct a thorough investigation, though Sutter made no move to change its course of discipline upon hearing this additional exonerating evidence.

(b) (6), (b) (7)(C), (b) (7)(D)

(See Exhibit 5 to (b) (6), (b) (7)(C), (b) (7)(D) Affd. at p. 2.) (b) (6), (b) (7)(C), (b) (7)(D)

(b) (6), (b) (7)(C), (b) (7)(D)

Following the issuance of disciplines for (b) (6), (b) (7)(C) and termination of (b) (6), (b) (7)(C) the Union filed the charge in Case 20-CA-197833, alleging Section 8(a)(1), (3), and (4)

violations based on the unlawful disciplines and termination of (b) (6), (b) (7)(C) the maintenance and enforcement of an unlawful policy prohibiting employees from discussing workplace investigations, and the interrogation and threats made to (b) (6), (b) (7)(C) regarding the aforementioned policy.

The targeted discipline of (b) (6), (b) (7)(C) was clearly retaliatory and a shameless, blatant affront on core Section 7 rights in an attempt to ruthlessly suppress collective organization. These nurses, with a combined (b) (6) years at Sutter, all had spotless records and stellar evaluations. Their reputations in the hospital were all as exemplary nurses and compassionate advocates for the hospitals smallest, most vulnerable patients. Sutter's pernicious actions have sullied the reputations of these nurses and threatened their very livelihoods. The organizing campaign at the facility is also now under serious threat, as news quickly spread of (b) (6), (b) (7)(C) termination and (b) (6), (b) (7)(C) disciplines. (See Union position statement requesting Section 10(j) relief and accompanying evidence in the Regional Casefile.) The resounding sentiment from nurses at the hospital is that if Sutter could fire someone like (b) (6), (b) (7)(C) for (b) (6), (b) (7)(C) workplace advocacy and Union efforts, Sutter could fire *anyone*. (See Confidential Witness Affidavit of (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) at p. 6-7.) Attendance at Union meetings is down and continues to fall, known supporters are now afraid to speak publically about the Union or to make their support visibly known, and once-leaders in the campaign have scaled back their involvement for fear of retaliation. (See Confidential Witness Affidavit of (b) (6), (b) (7)(C), (b) (6), (b) (7)(C)). Even worse, with the Region's move to dismiss these most serious affronts, nurses throughout the hospital now feel as though they have no recourse for even the most blatant retaliatory attacks and are therefore more frightened than ever to engage in what are supposed to be protected activities.

As described below, the Region erred in its partial dismissal of the charges outlined above. The impact this error has had on this crucial stage in the organizing campaign cannot be understated. It is imperative that this improper dismissal be reversed so that these nurses can be vindicated and the severe chill at the facility can be addressed.

Analysis

I. The Region Improperly Relied on the Employer's "Good Faith" Investigation

Where an employer has discharged or disciplined an employee because of alleged misconduct in the course of protected activity, the applicable standard for determining whether the disciplinary action(s) are unlawful is set forth in *NLRB v. Burnup & Sims. See Taylor Motors, Inc. & Am. Fed'n of Gov't Employees (Afge), Afl-Cio, Local 2022*, 365 NLRB No. 21 (2017).

The Union and charging nurses have consistently maintained that neither (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) engaged in any misconduct that could warrant Employer discipline. While the Union acknowledges the Employer's stated reasons for discipline and termination, namely that (b) (6), (b) (7)(C) acted "aggressively" toward (b) (6), (b) (7)(C), each of the involved nurses' sworn affidavits, in addition to the sworn declarations of witnesses (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)¹, directly refute the accounts put forward by Sutter. The Region, in making its determination, incorrectly placed emphasis on the Employer's "thorough" and supposedly "unbiased" investigation. This led the Region to conclude that whether or not misconduct actually occurred, the Employer had a reasonable belief that such misconduct occurred and as such was justified in its issuance of the disciplines and termination. However, this misguided standard of review is not supported by any applicable case law or accepted Board analysis.

It is clearly established that the alleged misconduct of (b) (6), (b) (7)(C) occurred during the course of protected, concerted activity ("PCA"). To the Union's knowledge, the Employer has not disputed this fact² and regardless, the Region has acknowledged that the evidence clearly demonstrates that the alleged misconduct that was the basis of the disciplines and termination occurred during the course of recognized and undeniable PCA. As such, the Region should have first applied the appropriate *Burnup & Sims* analysis, which holds that an Employer violates section 8(a)(1) if it disciplines or discharges an employee for misconduct arising out of a protected activity when it can be shown that the misconduct never occurred. *NLRB v. Burnup & Sims, Inc.*, 379 U.S. 21, 23, 85 S. Ct. 171, 172, 13 L. Ed. 2d 1 (1964) (citing *Mid-Continent Petroleum Corp.*, 54 NLRB 912, 932—934; *Standard Oil Co.*, 91 NLRB 783, 790—791; *Rubin Bros. Footwear, Inc.*, 99 NLRB 610, 611.) Under the *Burnup & Sims* analysis, "8(a)(1) is violated if it is shown that the discharged employee was at the time engaged in a protected activity, that the employer knew it was such, that the basis of the discharge was an alleged act of misconduct in the course of that activity, and that the employee was not, in fact, guilty of that misconduct." *Ibid.*

Relevant to the atmosphere created at Sutter since the disciplines and termination of nurses engaged in what are supposed to be protected activities, the Court in *Burnup & Sims* explained the rationale for this rule as follows:

The rule seems to us to be in conformity with the policy behind s 8(a)(1). Otherwise the protected activity would lose some of its immunity, since the example of employees who are discharged on false charges would or might have a deterrent effect on other employees. Union activity often engenders strong emotions and gives rise to active rumors. A protected activity acquires a precarious status if innocent employees can be discharged while engaging in it, even though the employer acts in good faith. It is the tendency of those discharges to weaken or destroy the s 8(a)(1) right that is controlling.

Burnup & Sims, 379 U.S. 21, 23. As demonstrated in the affidavits provided by the Union,

¹ The sworn declaration of (b) (6), (b) (7)(C) is attached hereto as Exhibit 1. (b) (6), (b) (7)(C) declaration was not procured during the initial investigation because the Region insisted that it did not need any additional evidence to support the charges during the investigatory stage.

² It is worth noting that even if the Employer were to claim that it was unaware that (b) (6), (b) (7)(C) were engaged in PCA, such lack of knowledge would not affect the *Burnup & Sims* analysis. See, e.g., *NLRB v. Ideal Dyeing & Finishing Co.*, 956 F.2d 1167 (9th Cir. 1992) (holding that Employer was liable for discharging employee during the course of PCA even if the Employer was unaware that employee was engaged in PCA at the time).

particularly from CNA (b) (6), (b) (7)(C), (b) (7)(D), there has already been such a deterrent effect on other employees. This is doubly so since the Region improperly dismissed the charges related to disciplines and termination for engaging in Section 7 activity.

The appropriate *Burnup & Sims* analysis makes clear that an Employer's investigation and findings, even if "thorough," "unbiased," and in good faith, in no way shields the Employer from a finding of a violation of the Act. "[T]he employer's good faith is simply not relevant if the misconduct did not occur." *Shamrock Foods Co. v. NLRB*, 346 F.3d 1130 (2003). Further, "*Burnup* requires no showing of the employer's anti-union hostility for the commission of an unfair labor practice." *Webco Indus., Inc. v. N.L.R.B.*, 217 F.3d 1306, 1313 (10th Cir. 2000). The Region, in express communication with the Union regarding its reasoning for partial dismissal, made clear that the focus of the decision was not on the Region's own investigation into the underlying facts regarding the alleged misconduct, but rather on its analysis of the Employer's investigation, concluding that because the Employer's investigation appeared to be "thorough" and "unbiased," the Employer could not be found to be in violation of the Act. This disturbing analysis completely subverts the long-standing and applicable standards set forth in *Burnup & Sims* and its related progeny. The Region's analysis as explained to the Union when soliciting withdrawals of the allegations now on appeal, in essence erroneously morphs *Burnup & Sims* with *Wright Line*. Accepting for a moment the Region's conclusion that the Employer's investigation was thorough and unbiased, which as described in greater detail in Section IV below is wholly unsupported, the Region should still have then conducted its own independent investigation, taking voluntary affidavits and subpoenaing affidavit testimony where necessary, and examining the evidence produced to make a determination regarding whether the alleged misconduct did in fact occur. To the extent the Region may have done so and made credibility determinations that the misconduct did in fact occur, it erred, and the Regional Director should have issued complaint, leaving it to an administrative law judge to resolve credibility disputes.

Even if the Region were convinced through its own independent investigation, separate and apart from the Employer's allegedly "good faith" investigation, that some misconduct did occur on the part of (b) (6), (b) (7)(C), in applying the appropriate *Burnup & Sims* analysis, the Region should then have assessed whether that misconduct was so serious as to lose protection of the Act. Before an administrative law judge, General Counsel would be tasked with showing that *either* the misconduct did not occur *or* that it was not serious enough to forfeit the protection of the Act and to warrant the discipline imposed. *Consolidated Communications, Inc. v. NLRB*, 837 F.3d 1, 8 (D.C. Cir. 2016) (emphasis added). In assessing whether such alleged misconduct might be serious enough to lose protection of the Act, the analysis should then, and only then, turn to the four-factor test laid out in *Atlantic Steel Co.*, 245 NLRB 814 (1979). See *King Soopers, Inc. v. NLRB*, 859 F.3d 23 (D.C. Cir. 2017) (holding that the NLRB properly applied the *Atlantic Steel* factors in determining level of misconduct within the appropriate framework of *Burnup & Sims*).

In determining whether misconduct occurred, and if so, whether that misconduct was serious enough to forfeit the protection of the Act and to warrant the discipline imposed, the Region is obliged to rely on its own investigations, including affidavits, statements, and other

evidence therein. The Region expressly acknowledged to the Union that its investigation did not disclose any objective evidence to refute the sworn testimony of those nurses directly involved in the alleged “incident” who consistently stated that (b) (6), (b) (7)(C) in no way acted inappropriately. Rather, the Region expressed that the evidence produced created a “he said, she said” scenario, where the consistent testimony of the nurses directly involved, including (b) (6), (b) (7)(C), who was part of the conversation but was not disciplined, was contradicted by the reports in the Employer’s investigation and potentially by affidavit testimony of other Employer-provided witnesses. As explained below, in such a scenario with a clash of testimonies and the case therefore turning primarily on credibility resolutions, such resolutions must necessarily be resolved by a trier of fact, not in the preliminary Board investigatory process. *See, e.g., Shamrock Foods Co.*, 346 F.3d at 1133.

II. Absent Objective Evidence, All Credibility Determinations Should Be Made by the Trier of Fact

It is well established that credibility determinations are reserved for the trier of fact. The ULP Casehandling Manual, Section 10064 and GC Memorandum 09-06 assert that Regional Offices are only to resolve conflicting factual accounts of witness testimony when objective compelling documentary evidence exists to support such a finding:

Regional Offices are expected to resolve factual conflicts only on the basis of compelling documentary evidence and/or an objective analysis of the inherent probabilities in light of the totality of the relevant evidence... If, after applying the principles set forth above, the Regional Office is unable to resolve credibility conflicts *on the basis of objective evidence* regarding matters which would affect the Regional Office’s merit determination, a complaint should issue, absent settlement.

NRLB Casehandling Manual Part I: Unfair Labor Practice Proceedings, Section 10064 (emphasis added).

In the handling of the investigation and making its merit determinations, the Region stopped short of following the guidance of the Casehandling Manual and the General Counsel Memo in several important regards. First and foremost, according to both Field Examiner and Field Examiner Supervisor handling the investigation, the Region decided to give more weight to the testimony of witnesses proffered by the Employer by deeming them “neutral.” In their explanation, they insisted that those witnesses not directly involved in the conversation in question were somehow more “neutral” than those who were involved in the conversation. The labeling of some witnesses as more “neutral” than others is in-and-of-itself a credibility determination inappropriately assigned by the Region in this investigatory stage. Further, even following that flawed logic, the Region ignored the fact that there were additional witnesses who were not directly involved in the conversation and who could have provided affidavits. The Region improperly concluded that those additional witnesses need not be pursued because it had already incorrectly determined that the Employer’s investigation alone was unbiased and thorough and therefore no violation could have occurred. Through this reasoning the Region concluded that irrespective of the PCA and union activity that the Employer would have taken the same actions, mistakenly morphing its analysis with *Wright Line*.

(b) (6), (b) (7)(C) a RN witness to the “incident,” was mentioned in numerous affidavits and was interviewed by Sutter HR by phone (though (b) (6), (b) (7)(C) was never presented with a statement to review). Faced with an admitted “he said, she said” scenario, the Region did not think it necessary to take an affidavit from Tisdale. Despite repeated queries by CNA, the Region assured the Union that it did not need any more evidence. Because the Agenda was imminent and the schedules of (b) (6), (b) (7)(C) and the investigating Board Agent conflicted, CNA provided the Region with an unsolicited declaration, in which (b) (6), (b) (7)(C) states that (b) (6), (b) (7)(C) did not witness any threats, physical violence or hostile behavior. The Region, however, made yet another improper credibility determination of (b) (6), (b) (7)(C) provided testimony. The Region deemed (b) (6), (b) (7)(C) to be a “non-neutral” witness because (b) (6), (b) (7)(C) at one point engaged in the conversation with (b) (6), (b) (7)(C), even though (b) (6), (b) (7)(C) stepped away from the conversation and was standing nearby when the alleged misconduct occurred, and because (b) (6), (b) (7)(C) is “good friends” with (b) (6), (b) (7)(C). Firstly, as mentioned above, this type of credibility determination by field investigators at this stage in the NLRB process is wholly inappropriate and flies in the face of long-established procedural guidelines, board decisions, and case law. “[A]dministratively resolving credibility conflicts [should] only [take place] where documentary or other objective evidence is the basis for doing so. If such evidence is not available, the issue of credibility is best resolved through a formal hearing where the testimony of witnesses is subject to cross-examination.” GC Memorandum (March 5, 1976). Secondly, if anything, the Region should have afforded (b) (6), (b) (7)(C) testimony the most weight, given (b) (6), (b) (7)(C) vulnerable position as a current employee testifying adversely to (b) (6), (b) (7)(C) employer. *See, e.g., Formed Tubes, Alabama*, 211 NLRB 509, 511 (1974) (holding that the testimony of those employees who were in the vulnerable position as current employees testifying adversely to their employer was entitled to added support).

(b) (6), (b) (7)(C) is another witness to the conversation in question from whom the Region did not pursue testimony, even though (b) (6), (b) (7)(C) meets the Region’s arbitrary standard of a “neutral” witness. (b) (6), (b) (7)(C) was not directly involved in the conversation between (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C). However, (b) (6), (b) (7)(C) did walk down the hallway passing them in conversation. In fact, (b) (6), (b) (7)(C) was walking with RN (b) (6), (b) (7)(C), an RN who was directly interviewed by the Employer in the course of their investigation. As discussed in greater detail below, the Employer did not bother to interview (b) (6), (b) (7)(C) until well after the decision was made to terminate (b) (6), (b) (7)(C) and seriously discipline (b) (6), (b) (7)(C). Perhaps more disturbingly, however, is that the Region did not deem it necessary to speak with (b) (6), (b) (7)(C) as part of their investigation, either. The Region never asked the Union for (b) (6), (b) (7)(C) contact information, to help facilitate a voluntary affidavit, nor did the Region seek to subpoena (b) (6), (b) (7)(C) for (b) (6), (b) (7)(C) testimony. The Union continued to pursue all potential relevant evidence despite the Region’s assertion that no further evidence was required for determinations on the allegations. After the Region’s partial dismissal, the Union was able to secure a sworn declaration from (b) (6), (b) (7)(C), attached hereto as Exhibit I. (b) (6), (b) (7)(C), like nearly every other witness to the “incident,” confirmed that (b) (6), (b) (7)(C) did not witness any aggressive or worrisome behavior on the part of (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) did not hear (b) (6), (b) (7)(C) raise their voices, (b) (6), (b) (7)(C) did not see them in any way restrain (b) (6), (b) (7)(C) from exiting the conversation, and (b) (6), (b) (7)(C) did not witness any kind of behavior that could be considered aggressive or cause for concern.

Additionally, (b) (6), (b) (7)(C) was with (b) (6), (b) (7)(C) both before and after the incident, and (b) (6), (b) (7)(C) did not express concern about any unprofessional behavior on the part of (b) (6), (b) (7)(C).

The sheer fact that the Region decided that any witnesses were somehow more neutral than others is itself a credibility determination reserved for the trier of fact. There is no objective evidence present in this case, such as video surveillance footage, that would permit the Region to resolve a credibility conflict in the case of conflicting testimony, whether through affidavit or in the Employer's own internal investigation. Nevertheless, the Region did just that. Furthermore, contrary to the GC Memo 09-06, the Region does not appear to have weighted the severity of both the allegations and the severity of the consequences in deeming a resolution to the credibility conflict by an ALJ unnecessary. Here the Employer alleged something quite serious, i.e. workplace violence on the part of an RN against (b) (6), (b) (7)(C). Such an allegation could endanger an RN's licensure and hence (b) (6), (b) (7)(C)'s livelihood. This fact should weigh in favor of issuance of complaint. However, the Region implicitly concluded that the investigation of a union-busting, ULP-committing hospital was thorough and unbiased, and the subordinate witness RNs who provided testimony favorable to Sutter were uncoerced. Despite the fact that such a good faith investigation determination is irrelevant in a *Burnup & Sims* analysis, the Region misapplied the standard of the case it did apply.

Under an *Atlantic Steel* analysis, which the Region did undertake, the standard does not make room for a "good faith" determination about an employer's investigation, but rather rests on an objective analysis of the facts of the alleged incident. Or as phrased in GC Memo 09-06, "an objective analysis of the inherent probabilities in light of the totality of the relevant evidence." Upon examination, the inherent probabilities in light of the totality of the relevant evidence should point decidedly towards the credibility of the RNs involved, sufficient for resolution by an ALJ to reach upon issuance of complaint.

A review of the totality of the relevant evidence shows this to be so: the incident took place between 3 RNs with a total of (b) (6), (b) (7)(C) of combined experience at Sutter, each with spotless records and glowing evaluations from Sutter. All 3 RNs had been engaged in PCA with the highest levels of hospital management only minutes before. They were at the time of the incident engaged in PCA concerning the same long-standing and important working-condition issue that had largely been the impetus behind the organizing campaign, i.e. nurse-to-patient ratios and the Employer's continual violation of the law in that regard. The RNs, again only minutes earlier, had been instructed by (b) (6), (b) (7)(C) to discuss with their supervisors the issues, including ratios, they had raised in the town hall. (b) (6), (b) (7)(C) was told by numerous other nurses that Sutter was aware of (b) (6), (b) (7)(C)'s organizing efforts on behalf of the Union. Sutter management spoke directly with (b) (6), (b) (7)(C) colleagues, such as RN (b) (6), (b) (7)(C), about Sutter's knowledge of (b) (6), (b) (7)(C) Union involvement and attempted to dissuade nurses from following (b) (6), (b) (7)(C) unionization efforts by lying about (b) (6), (b) (7)(C)'s role in the Union. (b) (6), (b) (7)(C) department, (b) (6), (b) (7)(C), was one of the strongest areas of support for the Union in the hospital. Sutter denied its knowledge of (b) (6), (b) (7)(C) Union involvement, which was a proven lie.

Reviewing the evidence and the totality of the circumstances, which scenario would an

objective analysis project in probabilistic terms? That a (b) (6), (b) (7)(C) RN (b) (6), (b) (7)(C) with numerous character witnesses lined up behind (b) (6), (b) (7)(C) advocating for issues of concern to all nurses (b) (6), (b) (7)(C) and indiscreetly organizing for union representation would assault and threaten a (b) (6), (b) (7)(C) in public thereby endangering (b) (6), (b) (7)(C) career and the campaign? Or that a hospital chain, which has fought tooth-and-nail every organizing campaign CNA has engaged in at its hospitals would do whatever it takes to prevent its flagship campus from unionizing, up to and including taking advantage of a situation where (b) (6), (b) (7)(C) became unreasonably emotional during a conversation to terminate a known (b) (6), (b) (7)(C) leader to chill the campaign, knowing from experience that even if a ULP complaint were to issue, the only consequence would be reinstatement. An objective analysis of the totality of evidence and circumstances should lead to the issuance of complaint to allow a trier of fact to make credibility determinations based on witness testimony and demeanor under oath and with the opportunity for cross examination.

The Union cannot stress strongly enough that by all appearances, the Region has made a two-fold credibility determination in the absence of any objective, non-circumstantial evidence. First it determined the Employer's witnesses were more "neutral" than the Charging Parties' witnesses. Second, it then determined that those witnesses' testimonies and the Employer-conducted investigation was more credible than 4 RNs with approximately (b) (6), (b) (7)(C) of combined experience at Sutter, all with spotless disciplinary records and stellar evaluations. As CNA emphasized in its June 6 position statement for 10(j) injunctive relief, this is a classic nip-in-the-bud termination of a union activist leader, and discipline of other supporters, during the groundswell of an organizing campaign³. Coupled with the fact that the nurses were engaged at the time of the incident in hallmark PCA, it is clear that the Region should have put this before an ALJ rather than dismiss these very serious charges in deference to an in-house employer investigation.

The standard of the Board in this regard clearly weighs in favor of such credibility resolutions being made by the trier of fact:

The Board in *Union Carbide Building Co.*, 276 NLRB 1410 (1985), quoted approvingly the language of Administrative Law Judge Joan Weider, in regarding a possible standard for measuring the General Counsel's obligations in this respect. The judge found that the credibility issues "were not of such patent clarity as to be readily susceptible of resolution without resort to the crucible like testing of an evidentiary hearing. None of the key witnesses was shown to be patently or obviously incredible prior to the issuance of

³ It is worth noting that despite the Union's repeated emphasis of the severity of these disciplines and termination and the devastating impact on the organizing campaign, (b) (6), (b) (7)(C) related to the Union that in the Field Examiner's call to (b) (6), (b) (7)(C) regarding dismissal of (b) (6), (b) (7)(C) charge, (b) (6), (b) (7)(C) implored the Field Examiner to reconsider given the ruinous impact this decision would have on the organizing campaign. The Field Examiner casually responded that (b) (6), (b) (7)(C) could always appeal if (b) (6), (b) (7)(C) disagreed with the decision. When (b) (6), (b) (7)(C) pushed back that the tremendous chill created by these unlawful acts coupled with this unjust dismissal could kill the organizing campaign altogether before a decision on appeal might ever come through, the Field Examiner responded, "Huh, I hadn't thought of that." This callous disregard for the seriousness of the charges and the intensified chill on the organizing campaign again reveals the inadequacies of the Region's investigation and the error of the decision to partially dismiss these allegations.

complaint.” Id. at 1412. The Board, as noted, quoted Judge Weider’s language in affirming her decision that the General Counsel’s position was substantially justified.

Supershade Corp. 280 NLRB 1213, 1214 (1986).

Here it is appropriate as suggested by *Union Carbide*, to analyze whether the credibility issues presented herein were “of such patent clarity” as to be readily susceptible of resolution without a hearing. The Region should clearly have found that they were not. As such, the Region should have issued complaint so that credibility determinations could have properly been made based on testimonial evidence of live witnesses before an administrative law judge who would have the opportunity to observe their demeanor and thus properly make appropriate credibility resolutions. See *Webco Indus., Inc. v. NLRB*, 217 F.3d 1306, 1315 (10th Cir. 2000) (citing *Eastern Eng’g & Elevator Co. v. NLRB*, 637 F.2d 191, 197 (3d Cir.1980)).

III. Under *Atlantic Steel* Analysis, the Action of RNs were Not So Opprobrious as to Lose Protection Under the Act

As explained above, it is undisputed that (b) (6), (b) (7)(C) were engaged in PCA in their discussion with (b) (6), (b) (7)(C) that led to their discipline. That communication was wholly about improving communication with management and addressing key workplace issues, including nurse-to-patient ratios that have been a key underpinning of the (b) (6), (b) (7)(C) nurses’ concerns with working conditions. Even if the Region concluded that it could not establish that no misconduct took place, it should then ask whether the misconduct was so egregious as to forfeit the protection of the Act under the four-factor test set forth in *Atlantic Steel*.

Indeed, Sutter surely argued that, although engaged in obvious PCA, (b) (6), (b) (7)(C) lost protection under the Act by their allegedly pejorative conduct. As General Counsel is well aware, in *Atlantic Steel*, the Board established a four-factor test to determine whether employee misconduct that occurs during the course of otherwise protected activity is so opprobrious as to lose protection under the Act. 245 NLRB 814, 816 (1979). The four factors are: 1) the place of the discussion; 2) the subject matter of the discussion; 3) the nature of the employees’ outburst; and 4) whether the outburst was provoked by the employer’s unfair labor practice. *Ibid.* *Atlantic Steel* also contemplates the employee’s past record. Id. at 817.

In the instant case, the conduct of (b) (6), (b) (7)(C) cannot be construed, even under the most negative interpretation of their actions, as so opprobrious as to lose protection under the Act. To the first factor, where remarks are made in a work area in front of other employees, such facts would weigh against finding that the statements and/or conduct were protected by the Act. See, e.g., *Kiewit Power Constructors Co. v. NLRB*, 652 F.3d 22, 32 (D.C. Cir. 2011). In the instant case, the nurses were in a hospital hallway during the conversation in question. The hallway was not a patient care area of the hospital where typical RN work takes place. While the hallway was accessible to other employees at the time, according to all affidavit and declaration testimony, there were only three other hospital employees apart from those directly engaged in the conversation who were in the hallway long enough to witness the

conversation and potentially be affected (b) (6), (b) (7)(C)⁴. The Employer cannot demonstrate that there was a disruption in work, as most if not all of the nurses involved or witnessing were off-duty (namely, (b) (6), (b) (7)(C)). At one point during the conversation, three on-duty employees pushing an isolette carriage passed by, but were undisrupted by the nurses' conversation with (b) (6), (b) (7)(C), further evidencing the lack of impact on work conditions. Additionally, the conversation took place directly following the Employer-called town hall meeting and (b) (6), (b) (7)(C) were following express direction from (b) (6), (b) (7)(C) to discuss working conditions with their (b) (6), (b) (7)(C) following the town hall. Rather than demonstrate that the Employer had lost the ability to control its workforce, the RNs were doing as instructed by the highest levels of hospital management. Finally, any potential de minimis disruption the conversation did have was short-lived, lasting only minutes. The brevity of the conversation and any alleged disruption weighs in favor of protection under the Act. *See, e.g., Caterpillar Logistics, Inc. v. Nat'l Labor Relations Bd.*, 835 F.3d 536, 547 (6th Cir. 2016) (upholding ALJ application of *Atlantic Steel* analysis where ALJ found the fact that employee disrupted work for a very brief period of time weighed in favor of finding protection under the Act in the first factor of the *Atlantic Steel* test.)

To the second factor, the subject matter of the discussion was entirely related to concerted attempts to improve working conditions, namely communication with management and nurse-to-patient ratios and nurse-to-supervisor communications. Again, this is not an issue in contention and this factor weighs heavily in favor of finding that the statements and/or conduct of the nurses should be protected by the Act.

To the third and fourth factor, here, according to five witnesses (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) there was no outburst from (b) (6), (b) (7)(C). The only outburst, in fact, came directly from (b) (6), (b) (7)(C) who ultimately became emotional, yelled at the nurses, and stormed away. The Employer's termination and discipline notices assert that (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) were acting aggressively and that (b) (6), (b) (7)(C) physically touched (b) (6), (b) (7)(C) body. However, nearly every witness beside (b) (6), (b) (7)(C) has stated that there was no aggressive behavior or statements from (b) (6), (b) (7)(C) and the Employer has no surveillance footage from the date and place in question that could objectively resolve the clash of testimonies.

Assuming that, at worst, (b) (6), (b) (7)(C) made some intimidating or aggressive statements, which they did not, such statements, in light of the surrounding circumstances, would still not cause (b) (6), (b) (7)(C) to lose protection under the Act. *See, i.e., In Re Kiewit Power*, 652 F.3d 22 (2011) (D.C. Circuit upholding NLRB decision finding that employees angry statements, "it was going to get ugly" and that their manager "better bring [his] boxing gloves," were not cause for the employees to lose the Act's protection). There has been no testimony to suggest that (b) (6), (b) (7)(C) made any threatening statements, as the entirety of their conversation was based in resolving workplace

⁴ To the extent the Employer claims any other employees witnessed an allegedly disruptive conversation between (b) (6), (b) (7)(C) such a claim would be in direct contradiction to the sworn affidavits and declarations of every other witness involved, and as such any such claim would necessarily require credibility determinations made by a trier of fact.

issues. Furthermore, those comments the nurses' did make to (b) (6), (b) (7)(C), while not provoked by a ULP, were in direct response to their shared frustration over unsatisfactory working conditions. See *Metro-W. Ambulance Serve., Inc. & Teamsters Joint Council #37, Int'l Bhd. Of Teamsters and Teamsters Local #223, Int'l Bhd. Of Teamsters*, 360 NLRB 1029, 1049 (2015) (finding that fourth factor of *Atlantic Steel* analysis weighed in favor of finding protection of the Act where employee's remarks were not provoked by an unfair labor practice, but were provoked by employee's frustration, shared by others, over a term or condition of employment). It is clear that under the *Atlantic Steel* test, (b) (6), (b) (7)(C) retain their protection under the Act.

Because no threatening statements were made, the Employer resorted to claiming that (b) (6), (b) (7)(C) were standing aggressively close to (b) (6), (b) (7)(C) in a way that restrained (b) (6), (b) (7)(C) from exiting the conversation and that (b) (6), (b) (7)(C) stomach was touching (b) (6), (b) (7)(C). Under the analysis set forth in *LaGuardia*, the Board held that three employees who *deliberately* and *excessively* touched their supervisor with an *effort to restrain him* as a means of presenting him with an employee-signed petition forfeited protection under the Act. *LaGuardia Assoc., LLP*, 357 NLRB at 1101 (emphasis added). There, one employee deliberately grabbed the supervisor's shoulder to prevent him from leaving and reached around his waist with the petition; another employee pushed her chest against the supervisor and moved from side to side, deliberately blocking his exit; a third employee deliberately grabbed the supervisor's arm to restrain him from fleeing. *Id.* at 1098. The Board held that such deliberate physical contact "reasonably threatened [the supervisor] and the Respondent's ability to maintain workplace order and discipline." *Id.* at 1101. However, a fourth employee did not forfeit PCA for touching a security guard's wrist as the guard waved his arms to clear a path for the supervisor. *Ibid.* Because the fourth employee did not deliberately touch the security guard with any direct intention to restrain him, her conduct was materially different from the other three employees, and therefore her conduct was protected under the Act. *Ibid.* Therefore the Employer violated 8(a)(1) in bringing discipline against her. *Ibid.*

The Region apparently determined that (b) (6), (b) (7)(C) made some physical contact with (b) (6), (b) (7)(C) and that (b) (6), (b) (7)(C), though never physically touching (b) (6), (b) (7)(C), were standing so close so as to block (b) (6), (b) (7)(C) from exiting the conversation. This determination in and of itself is problematic, as such a determination, as stated prior, should require a credibility determination before a trier of fact given the clashes in testimony around this issue. This error is compounded by the fact that the Region has uncovered no evidence in its investigation that would support the accusation that (b) (6), (b) (7)(C) *deliberately* threatened or made contact with (b) (6), (b) (7)(C) so as to lost protection of the Act as set forth in *LaGuardia*. Witnesses outside the conversation would have no way of knowing what (b) (6), (b) (7)(C) intentions were with their actions. Further, the direct affidavit testimony of (b) (6), (b) (7)(C), (b) (7)(D) makes abundantly clear that they in no way intended to intimidate (b) (6), (b) (7)(C) or block (b) (6), (b) (7)(C) from exiting the conversation. Indeed, (b) (6), (b) (7)(C) did ultimately walk away from the conversation. Additionally, text messages sent by (b) (6), (b) (7)(C) to (b) (6), (b) (7)(C) immediately after (b) (6), (b) (7)(C) exited the conversation reveal (b) (6), (b) (7)(C) contemporaneous state of mind, which is to say that far from intending to threaten or touch (b) (6), (b) (7)(C) actually felt terrible that (b) (6), (b) (7)(C) may have misinterpreted what (b) (6), (b) (7)(C) was saying or in any way made (b) (6), (b) (7)(C) feel upset. **These text messages**

constituting new evidence are submitted hereto as Exhibit 2. On the basis of all available evidence, neither (b) (6), (b) (7)(C) made any deliberate threats or physical contact with (b) (6), (b) (7)(C) and therefore under the standards set forth for physical contact under *Laguardia*, even if the nurses did make some physical contact with (b) (6), (b) (7)(C), which they did not, they still should not have lost protection under the Act.

In the present case, under no plausible interpretation could the conduct of RNs (b) (6), (b) (7)(C) be reasonably seen as threatening (b) (6), (b) (7)(C) and/or Sutter's ability to maintain workplace order and discipline. (b) (6), (b) (7)(C) did not deliberately touch (b) (6), (b) (7)(C) with an effort to restrain (b) (6), (b) (7)(C). Even if (b) (6), (b) (7)(C) incidentally contacted (b) (6), (b) (7)(C) during their discussion, for example because they were squeezed up against the wall by a passing isolette pushed by 3 people, such conduct is not sufficient to forfeit protection of the Act. *Laguardia*, 357 NLRB at 1101. Sutter nonetheless speciously claims that (b) (6), (b) (7)(C) aggressively touched (b) (6), (b) (7)(C) in an intimidating and threatening manner and that (b) (6), (b) (7)(C) physically surrounded (b) (6), (b) (7)(C), and blocked (b) (6), (b) (7)(C) from walking away. However, this claim is not supported by any facts, even as laid out by the Employer, as (b) (6), (b) (7)(C) did freely walk away from the conversation when (b) (6), (b) (7)(C) became emotionally agitated in response to the nurses' communications about unsatisfactory working conditions, including ineffective management communication. With regard to these facts, Sutter could not have presented evidence as a result of its sham investigation demonstrating that (b) (6), (b) (7)(C) alleged actions were deliberate. Nor could Sutter have shown that (b) (6), (b) (7)(C) made a deliberate effort to physically restrain (b) (6), (b) (7)(C). The witnesses who maintain that the nurses were not verbally or physically aggressive toward (b) (6), (b) (7)(C) clearly outnumber those put forth by Sutter claiming otherwise⁵. Further, Sutter fails to demonstrate the "particularized proof that specific individuals engaged in the misconduct at issue." *Id.* at 1100.

Finally, even if there was sufficient evidence to demonstrate that some severe misconduct did occur that was so great as to lost protection under the Act, which there is not, even the grossest interpretation of actions would not warrant the level of discipline assigned. Again, to maintain protection under the Act, the evidence need only demonstrate that *either* the misconduct did not occur *or* that it was not serious enough to forfeit the protection of the Act *and to warrant the discipline imposed*. *Consolidated Communications*, 837 F.3d 1, 8 (D.C. Cir. 2016) (emphasis added). RN (b) (6), (b) (7)(C), an employee of Sutter since (b) (6), (b) (7)(C), in a sworn declaration provided on July 7, 2017 and attached here as **Exhibit 3**, echoed the sentiments of nurses throughout the hospital shocked by the unprecedented level of discipline inflicted on (b) (6), (b) (7)(C). The only past incident of alleged workplace violence that (b) (6), (b) (7)(C) could recall took place between (b) (6), (b) (7)(C). In that incident, there was physical contact in a

⁵ The Union bases this calculation on available affiant and declarant testimony and from communications with the Region regarding the charge. However it is worth noting that even if the Employer did provide more supposed witnesses alleging that serious misconduct occurred, a greater number of witnesses on one side of an issue is but one, non-controlling factor in assessing a case. *See, e.g., Abbott Labs v. NLRB*, 540 F.2d 662, 667 (4th Cir. 1976)(credibility not determined by a mere "head count"); accord: *NLRB v. Union Carbide Caribe, Inc.* 423 F.2d 231, 233 (1st Cir. 1970); *George C. Foss Co.*, 270 NLRB 232, 237 (1984) (credibility not determined by the number of witnesses but rather by their trustworthiness); *Salt River Valley Water Users' Ass'n*, 262 NLRB 970, 974 fn. 10 (1982)(credibility determinations are not based on numbers, but rather upon demeanor and logic of probability).

public hallway of the hospital to the level of (b) (6), (b) (7)(C) punching the other and making threats about future physical harm. Upon learning of this incident, HR did not immediately place both employees on administrative leave to conduct an investigation. Nor did HR terminate or place either of the employees on a last chance agreement. Rather, HR's initial response was to do nothing. Only when prompted by other concerned employees did HR begrudgingly suspend each employee for a couple of days (one such suspension took place while the employee was already on vacation). Both (b) (6), (b) (7)(C) involved in the physical altercation remain employed at Sutter to date. HR followed this same casual approach to workplace violence just one year ago when a Sutter RN complained of sexual harassment from another coworker. Sutter did not place the harasser on leave pending an investigation, nor did Sutter terminate or even suspend the harasser. Instead, HR had a meeting with the employee accused of sexual harassment, with (b) (6), (b) (7)(C) sitting in as witness. In the meeting, HR instructed the harasser to cease engaging inappropriately with the RN. However, when the harasser continued (b) (6), (b) (7)(C) misconduct after the meeting, HR refused to take any further action. These responses to other incidents and types of workplace violence make apparent that even if (b) (6), (b) (7)(C) engaged in misconduct as the Employer has claimed, their actions would still not warrant the level of discipline received.

It is clear that Sutter seized on (b) (6), (b) (7)(C) emotional state to take unprecedented action by disciplining and terminating known Union leaders and outspoken advocates for the improvement of (b) (6), (b) (7)(C) RN working conditions, striking its most ferocious blow in an ongoing busting campaign of lies, threats, and intimidation. It bears stressing that even if (b) (6), (b) (7)(C) bizarrely felt threatened by this "incident," even assuming there was any inadvertent physical contact, (b) (6), (b) (7)(C) own subjective emotional response is not the standard laid out by the Board in *Atlantic Steel*. See *Lana Blackwell Trucking, LLC*, 342 NLRB 1059, 1062 (2004) (Remarks did not lose protection even though the manager subjectively believed that the employee was rude, disrespectful and embarrassed her in front of other employees); *Fresh and Easy Neighborhood Market, Inc.*, 361 NLRB No. 12, slip op. at 5 (2014) (employee's Section 7 activity does not lose protection merely because it makes fellow employee uncomfortable) (citing *Frazier Industrial Co.*, 328 NLRB 717, 719 (1999), *enfd.* 213 F.3d 750 (D.C. Cir. 2000)); *Consolidated Diesel Co.*, 332 NLRB 1019, 1020 (2000) ("[I]legitimate managerial concerns to prevent harassment do not justify discipline on the basis of the subjective reactions of others to [employees'] protected activity"). Objectively, with all the facts considered, there is no way that a reasonable person would have felt threatened by the conduct of (b) (6), (b) (7)(C). See *Kiewit Power Constructors Co. v. NLRB*, 652 F.3d 22, 29 fn. 2 (D.C. Cir. 2011), *enfg.* 355 NLRB 708 (2010).

Accordingly, after the Region did not apply *Burnup & Sims* and mistakenly concluded that misconduct had taken place based largely on the Employer's own investigation, it misapplied the *Atlantic Steel* doctrine, in reasoning in light of all the objective evidence that (b) (6), (b) (7)(C) conduct was so opprobrious as to lose the protection of the Act. Rather, the Region should have found that it had sufficient evidence to find that the Employer violated the Act by disciplining the nurses for the very protected concerted activity in which (b) (6), (b) (7)(C) were immediately engaged.

IV. Even If Reliance on the Employer's Investigation Could Be Determinative of the Region's Merit Findings, the Evidence Demonstrates that the Employer's Investigation Was Flawed

As emphasized above, the good faith process or findings of Sutter's investigation is irrelevant to whether a ULP was committed. The only bearing it has is whether the burden shifts back to the General Counsel under the *Burnup & Sims* analysis. Even so, since the Region improperly put such emphasis on the nature of the Employer's investigation, it bears addressing. Firstly, the Employer's investigation was not an unaltered collection of witness statements regarding the event. (b) (6), (b) (7)(C) familiar with the HR process of investigation of misconduct, stated that when Sutter HR interviews employees as part of an investigation, the employee is not entitled to write a statement in their own words. Instead, HR records witness accounts according to HR's own impression and interpretation of what a witness says. This was confirmed by (b) (6), (b) (7)(C) who when cursorily interviewed by HR as part of Sutter's "investigation," were never provided a statement to sign reflecting their actual recollection of events or afforded the opportunity to review the notes taken by HR regarding their respective accounts. (b) (6), (b) (7)(C) also did not recollect signing any statement after (b) (6), (b) (7)(C) was interviewed by Sutter's attorney. As such, all of the accounts in Sutter's supposedly unbiased investigation did not come directly from witnesses but instead were third-hand accounts from Sutter itself.

Another central flaw with the Region's contention that it found the Employer conducted a good faith investigation is that it relies on hearsay evidence to reach this conclusion. Based on all the affidavit and declarant testimony to which the Union has access, there were a total of eleven potential witnesses to this incident, including (b) (6), (b) (7)(C) and the RNs who were disciplined. Three potential witnesses were passers-by pushing an isolette, and neither Sutter nor the Region spoke with them. Two others, (b) (6), (b) (7)(C) both provided declarations because the Region failed to contact non-Sutter provided, third-party witness. (b) (6), (b) (7)(C) provided a phone statement to the Employer, and was asked whether (b) (6), (b) (7)(C) saw any hostile behavior on the part of (b) (6), (b) (7)(C). When (b) (6), (b) (7)(C) said (b) (6), (b) (7)(C) did not, the Employer never followed up with (b) (6), (b) (7)(C) to provide a statement. (b) (6), (b) (7)(C), who also did not witness any of the behavior alleged by Sutter, was not contacted until after (b) (6), (b) (7)(C) was terminated and (b) (6), (b) (7)(C) were disciplined, as mentioned above and described in greater detail below. This leaves only RNs (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C). CNA assumes that the Region took affidavits from these RNs, and that these affidavits form the basis of the Region's conclusion that the Employer's investigation was fair and thorough, though it was far from it. To the extent Sutter relied on any other person's testimony to reach its pre-determined conclusions, any such individuals would inherently be limited to providing hearsay evidence relating what their impressions were either before or after the alleged misconduct occurred, as they would not be percipient witnesses to the "incident."

The Region egregiously decided that in an environment where (b) (6), (b) (7)(C) had already spoken out several times against CNA and unionization, that likely anti-union nurses put forward by the Employer were somehow neutral observers and therefore to be credited over the testimony of four RNs who stated that no misconduct took place (and since the Region's

dismissal, a fifth witness, (b) (6), (b) (7)(C), has come forward again corroborating that no misconduct took place). Based on conversations with the Region, it appears that the affidavits of (b) (6), (b) (7)(C), (b) (7)(D) merely corroborated the investigation that the Employer provided. (b) (6), (b) (7)(C) has since admitted to a coworker that HR asked (b) (6), (b) (7)(C) the same questions over and over in their interview with (b) (6), (b) (7)(C) further confessed, as recently as July 12, 2017, to another coworker that (b) (6), (b) (7)(C) feels terrible about (b) (6), (b) (7)(C) termination and that (b) (6), (b) (7)(C) never saw (b) (6), (b) (7)(C) touching (b) (6), (b) (7)(C). Understandably, especially after the Region made the egregious error to dismiss these charges thereby supporting (b) (6), (b) (7)(C) termination, (b) (6), (b) (7)(C) coworkers have been unable to convince (b) (6), (b) (7)(C) to provide a statement stating as such, given the risk of unremedied retaliation, up to and including termination. The nurses with whom (b) (6), (b) (7)(C) has spoken are equally fearful of providing statements for fear of becoming "the next (b) (6), (b) (7)(C)." This makes at least three individuals who have refused to participate in the investigation or pulled out at the last minute out of fear of reprisal. Sutter's retaliation against (b) (6), (b) (7)(C) is already having its intended chilling effect, not only with regard to the organizing campaign, but participation in NLRB processes.

It strains credulity that the Employer simultaneously conducted a thorough and unbiased investigation while at the same time violating employees' Section 7 rights by preventing them from discussing the investigation and harassing them when found to have been so doing. The Region found merit to these allegations in its investigation, underscoring the Region's acknowledgement of the Employer's proclivity for unlawful conduct. The simultaneous commission of acknowledged ULPs undermines the Employer's credibility and should have been a factor in determining the Employer's undeniable bias in crafting its own internal investigation.

Though Sutter unsurprisingly claims that it did not set out to terminate (b) (6), (b) (7)(C), the Region has no reason to rely on the Employer's word. As mentioned, Sutter maintained that it had no knowledge of (b) (6), (b) (7)(C) union activity. However, the declaration of (b) (6), (b) (7)(C), (b) (7)(D) completely refutes this outright lie, whereby (b) (6), (b) (7)(C) confirmed Sutter's knowledge of (b) (6), (b) (7)(C) union activities back in January of this year. During the course of that conversation, (b) (6), (b) (7)(C) interrogated (b) (6), (b) (7)(C) regarding soliciting on behalf of the Union, and when (b) (6), (b) (7)(C) volunteered that (b) (6), (b) (7)(C) was supporting the unionization efforts, (b) (6), (b) (7)(C) stated that Sutter was already aware of that fact, and then promulgated the fabrication that (b) (6), (b) (7)(C) is being paid for (b) (6), (b) (7)(C) efforts in support of the Union. If the Employer did not set out to retaliate against (b) (6), (b) (7)(C) for engaging in protected activity, why did it lie to the Region about its knowledge of such activity?

The assertion that Sutter's investigation was "thorough" is equally unsupported. Sutter did not interview all witnesses to the alleged incident and, as mentioned above, did not take statements from those witnesses it did interview. In fact, only after the Union filed its own charges against the Employer (subsequent to the individual nurses' charges and after (b) (6), (b) (7)(C) had already been terminated) did the Employer bother to interview known witness (b) (6), (b) (7)(C) in an obvious attempt to cover its bases and shore up its pre-determined stance. Were the Employer truly interested in conducting a thorough investigation, (b) (6), (b) (7)(C) would have been interviewed at the same time as the rest of the witnesses, especially because Sutter was well aware of (b) (6), (b) (7)(C).

presence given that (b) (6), (b) (7)(C) walked through the hallway with (b) (6), (b) (7)(C), a witness Sutter apparently did interview. Instead, the Employer flagrantly ignored (b) (6), (b) (7)(C) until it faced increased scrutiny from the Union and the Region. And even then, Sutter's interview of (b) (6), (b) (7)(C) demonstrates its culpable actions. In stark contrast to the rest of the nurses interviewed by Sutter HR, (b) (6), (b) (7)(C) was asked to meet in-person with a Sutter attorney. Under these intimidating circumstances, Sutter no doubt hoped that (b) (6), (b) (7)(C) would feel compelled to state what (b) (6), (b) (7)(C) knew the Employer wanted to hear, but courageously (b) (6), (b) (7)(C) confirmed what Sutter already knew: that (b) (6), (b) (7)(C) never touched (b) (6), (b) (7)(C) and that (b) (6), (b) (7)(C) were in no way acting in a threatening, restraining, or intimidating manner. If Sutter actually had any intention of taking such contradictory testimony seriously, it might have then decided to re-assess the disciplines and terminations and/or re-open its investigation to attempt to get a better sense of what actually happened during the conversation in question. Not surprisingly, however, Sutter made no changes to its course of action.

A failure to conduct a fair and complete investigation "leads to the conclusion that [the employer] was not genuinely interested in knowing the underlying facts and circumstances of the events but, rather, was looking for a pretext to discharge [the employee]." *Amcast Automotive of Indiana, Inc. and John Rowe*, 348 NLRB 836, 850 (2006). Indeed, the nature of the Employer's investigation here certainly shows that Sutter was never really interested in knowing the underlying facts and circumstances of events, but was rather more interested in attempting to cover their own liability for patently unlawful disciplines and termination of a Union nurse leader. As such, even the Region's improper reliance on the Employer's supposed good faith ("thorough" and "unbiased") investigation is unsupported.

V. The Region Could Have Exercised Its Investigative Subpoena Authority

As the Union has repeatedly emphasized throughout its Appeal and Motion for Reconsideration, the Region should have left any credibility resolutions "not of such patent clarity as to be readily susceptible of resolution without resort to the crucible like testing of an evidentiary hearing" to an ALJ. *Union Carbide*, 276 NLRB 1410 (1985). Here, the Region cannot claim that any of the key witnesses were shown to be patently or obviously incredible and the Region had more than enough testimony and evidence supporting the charges to issue complaint. However, in the event that Region felt it had insufficient testimonial evidence (as no other kind exists in this case) to show that no misconduct occurred so opprobrious as to lose protection of the Act under the burden shifting test of *Burnup & Sims*, the Region should have obtained additional affidavit testimony from other known witnesses like (b) (6), (b) (7)(C) or the three employees who pushed the isolette carriage down the hallway. If the Region was unable to procure such affidavits voluntarily, it should have relied upon the issuance of investigatory subpoenas to collect testimony from witnesses too intimidated by the actions of their Employer to come forth voluntarily.

Casehandling Manual Section 10064 quoted above urges Board Agents' consider the use of investigatory subpoenas of third-party witnesses to aid in credibility resolution dilemmas:

“Third-party witnesses may often be helpful in providing evidence to assist in an administrative resolution of factual conflicts or credibility disputes. Thus, Regional Offices should, where appropriate, contact such witnesses and consider issuance of an investigative subpoena where necessary.” Rooted in Section 11(1) of the Act, the Region’s authority to issue such subpoenas is broad. Although the Casehandling Manual cautions that investigative subpoenas “are no substitute for a promptly initiated, dogged, and thorough pursuit of relevant evidence from cooperative sources,” it reflects, almost verbatim, the language of GC Memo 00-02, granting the Regional Director “full discretion to issue precomplaint investigative subpoenas *ad testificandum* and *duces tecum* to charged parties and third-party witnesses whenever the evidence sought would materially aid in the determination of whether a charge allegation has merit and whenever such evidence cannot be obtained by reasonable voluntary means.”

As such, any claim by the Region that it did not have sufficient evidence to issue complaint on these charges is incorrect and its partial dismissal decision should be overturned by the General Counsel.

VI. The Region Should Rescind Its Partial Dismissals and Issue Complaint on All Outstanding Allegations

As outlined above, the Region erred in its partial dismissal of the charges related to the disciplines and termination of (b) (6), (b) (7)(C). The Region placed improper weight on a flawed finding that the Employer’s investigation was “thorough” and “unbiased;” the Region made inappropriate credibility determinations that necessarily should have been made by a trier of fact; and the Region was in possession of more than sufficient evidence to support the issuance of complaint on all allegations. Even so, the Union has procured and supplied additional evidence attached to this appeal, including the sworn declaration of (b) (6), (b) (7)(C), another witness testifying that (b) (6), (b) (7)(C) did not see any inappropriate conduct from (b) (6), (b) (7)(C); the sworn declaration of (b) (6), (b) (7)(C) Sutter RN testifying that the only past incidences of workplace violence (b) (6), (b) (7)(C) can recall resulted in far less discipline issued than the instant case; and the contemporaneous text messages from (b) (6), (b) (7)(C) directly following the conversation with (b) (6), (b) (7)(C) on (b) (6), (b) (7)(C) demonstrating (b) (6), (b) (7)(C) state of mind at the time and indicating no deliberate threats or intimidation occurred.

With the evidence already adduced, the additional evidence now provided, and the appropriate analysis of the applicable NRLB rules, guidance, and case law, there can be no dispute that the Region should rescind its partial dismissal and promptly issue complaint.

If the appeal raises issues or evidence the Regional Office has not previously considered, the Regional Office should analyze the new material in its comment on appeal. If the Regional Office concludes that the appeal raises issues requiring further investigation, the Office of Appeals should be notified and the investigation promptly completed. If the appeal or further investigation leads the Regional Office to conclude that allegations in the charge warrant complaint, it should telephonically or electronically notify the Office of Appeals, prior to revocation, of its intention to revoke the dismissal.

NLRB Casehandling Manual Section 10122.8. The rules and guidance give the Region the authority to promptly issue complaint upon receipt of appeal and analysis of additional evidence provided, and it should do so immediately in these circumstances, where Section 10(j) relief should also be pursued. If the Region still believes that it has insufficient evidence to put the credibility of RNs (b) (6), (b) (7)(C) against that of an already discredited Employer, then *at a minimum* the Region should re-open the investigation in light of the issues raised herein and the supplementary evidence provided by CNA attached hereto to pursue investigatory subpoenas prior to issuance of complaint.

Conclusion

The Union respectfully but strongly disagrees with the Region's Partial Dismissal in this case. The Region's determination to dismiss those allegations concerning RNs (b) (6), (b) (7)(C) disciplines and (b) (6), (b) (7)(C) termination was clearly in error, and absent rescission by the Region, must be reversed by General Counsel.

Respectfully submitted,

CALIFORNIA NURSES ASSOCIATION
LEGAL DEPARTMENT



Marie K. Walcek
David B. Willhoite
Legal Counsel

EXHIBIT 2

Supplemental Position Statement on Appeal
Sutter Medical Center, Sacramento
Case 20-CA-197833

Tuesday, March 28, 2017: Town Hall meeting for (b) (6), (b) (7)
I attended the 1100 meeting and took notes.

Tuesday, (b) (6), (b) (7)(C) @ 4:00 pm: Town Hall meeting with (b) (6), (b) (7)

- I attended and took notes
- Meeting was supposed to be from 4-5 pm, but lasted until 6:15 pm

After the meeting, I clocked out, then was talking with (b) (6), (b) (7) about the meeting

- In attendance: (b) (6), (b) (7)(C) and me—I don't know when individuals came into the conversation

Topics of conversation

- I said that I was “frustrated” and “on the verge of tears for most of the meeting”
 - I said that I felt like we weren't listened to
 - I said that (b) (6) didn't take any notes
- We talked about where to put the flip chart in the unit
 - (b) (6), (b) (7) said by the bathrooms (by the locker room), but I misunderstood, and said that (b) (6), (b) (7)(C) wouldn't be able to write on it. (b) (6), (b) (7) clarified that it was the hallway. (Not said during the talk with (b) (6), (b) (7)(C) were there at that point)
 - (b) (6), (b) (7) said that (b) (6) didn't want anything stupid written on it like when we had the poster for the golf tournament—people wrote different things on the poster
 - (b) (6), (b) (7) said that people are going to write what they're going to write.
- I felt as though the conversation was going quite well. I felt as though (b) (6), (b) (7) was understanding my point of view, and I was understanding (b) (6), (b) (7)(C) point of view.
- At one point, (b) (6), (b) (7)(C) walked down the hallway with the transport isolette. Everyone needed to move over to the side to let them pass. I said to (b) (6), (b) (7)(C) something like I'm so sorry you have to go on a transport at the end of the shift. (b) (6), (b) (7) acknowledged and agreed.
- The conversation continued to go well for several minutes.
- At one point, I looked at my phone—I don't know if I'd just gotten a call, or just looked at it because I was hoping to talk with (b) (6), (b) (7)(C) that evening (2 hour difference from Alabama). The meeting had gone an hour and a quarter past the original timeline, and when I saw that (b) (6), (b) (7)(C) had called, my focus was more on the phone, and less on the conversation in front of me.
 - I wasn't paying attention to the conversation

- I looked back to my phone—I think I stepped back a couple of steps
- I looked up, and saw that (b) (6), (b) (7)(C) was upset, then walking down the hall crying.
 - I was very confused—didn't understand what just happened.
 - We had just had a meeting about communication.
 - I remembered that (b) (6), (b) (7)(C) said in the meeting that, "No one is going to get fired."

Wednesday, (b) (6), (b) (7)(C) 2017

10:31 am: (b) (6), (b) (7)(C) left a voice mail on my home phone for me to call (b) (6), (b) (7)(C) on (b) (6), (b) (7)(C) cell phone: (b) (6), (b) (7)(C) told me that it's important that I call (b) (6), (b) (7)(C) back today because (b) (6), (b) (7)(C) needed to meet me at 3:15 today

11:30+/- am: I called (b) (6), (b) (7)(C) cell phone.

- (b) (6), (b) (7)(C) told me that I had to go to a meeting today and offered 1 pm, 1:30 pm, or 3:30 pm.
- I told (b) (6), (b) (7)(C) that I had a clinical practice meeting at 2:30.
- (b) (6), (b) (7)(C) said, "You can't go to work related activities until we meet."
- I told (b) (6), (b) (7)(C) "I'm uneasy about this."
- I asked if (b) (6), (b) (7)(C) could come with me. (b) (6), (b) (7)(C) said, "(b) (6), (b) (7)(C) can come, but (b) (6), (b) (7)(C) has to wait outside." "Only the employee, (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)" can be in the meeting. (b) (6), (b) (7)(C) is "not welcome to be part of the meeting."
- I asked if I could record it. (b) (6), (b) (7)(C) said, "No, but you can take notes."

1:30 pm meeting: (b) (6), (b) (7)(C) me

- (b) (6), (b) (7)(C): asked me if I know about the incident involving (b) (6), (b) (7)(C)—can I recall that incident
- Me: Yes, I was nearly in tears for most of the meeting. I was frustrated. (b) (6), (b) (7)(C) didn't take any notes. We talked about the poster—flip chart paper—in the unit. (b) (6), (b) (7)(C) didn't want any writing on it like on the golf tournament poster. (b) (6), (b) (7)(C) was talking, too. I felt like it was a good conversation. I felt like I was hearing (b) (6), (b) (7)(C), and that (b) (6), (b) (7)(C) was hearing me. Then because of my phone, I wasn't paying attention. I'm very confused with this meeting.
- (b) (6), (b) (7)(C): free conversation. No physical contact? No. What was my body language? Did I raise my voice? No. Didn't feel any tension.
- (b) (6), (b) (7)(C): questions after (b) (6), (b) (7)(C) was there—body language? I don't know.
- (b) (6), (b) (7)(C): before (b) (6), (b) (7)(C) got there, (b) (6), (b) (7)(C) said that it was a "productive conversation", "mirrored" what I was saying. *****was (b) (6), (b) (7)(C) trying to trip me up?*****
- Me: I don't understand this meeting.
- Other peers were there. I said something_____
- (b) (6), (b) (7)(C): "I don't have (b) (6), (b) (7)(C) notes in front of me." "(b) (6), (b) (7)(C)"

- (b) (6), (b) (7)(C) : after (b) (6), (b) (7)(C) was in the conversation—
 - (b) (6), (b) (7)(C) told (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) was upset. (b) (6), (b) (7)(C) left (to go upstairs), the (b) (6), (b) (7)(C) left. I don't remember after the phone call.
- Me: "Why no hospital activity before this meeting?"
- (b) (6), (b) (7)(C) : "It's my understanding that you were playing a major role in the negative interaction."
 - Me: "Let me get this right." I repeated the quote until it was all written down.
- (b) (6), (b) (7)(C) : "wanted to meet with all parties immediately"—investigation

***** I was asked to step out, go to the waiting room. (b) (6), (b) (7)(C) would get me. About 5 minutes later, I went back to (b) (6), (b) (7)(C) office *****

There was an envelop on the table.

- (b) (6), (b) (7)(C) : "We have to put you on administrative leave." "Because we need to do a complete investigation."
 - (b) (6), (b) (7)(C) told me that I don't need to take notes because (b) (6), (b) (7)(C) would read the paper verbatim
- Me: "I feel that this is inappropriate."
- (b) (6), (b) (7)(C) : "People came through. Said that this was threatening."
- (b) (6), (b) (7)(C) : "Our number 1 priority is that we are safe for our patients and our staff."
- Me: "I don't agree with any of this."
- (b) (6), (b) (7)(C) : "signature says you've read it, not that you agree with it."
- Me: from (b) (6), (b) (7)(C) meeting—(b) (6), (b) (7)(C) talked about open communication. I feel__
 - Just culture?
- (b) (6), (b) (7)(C) : Just culture is when you make an error—there's an investigation
- (b) (6), (b) (7)(C) : (b) (6), (b) (7)(C) felt (b) (6), (b) (7)(C) wasn't listened to, not respected, intimidated. Won't be tolerated. "take appropriate action"
- (b) (6), (b) (7)(C) : "Work place violence" was brought up; have to do a thorough investigation
 - Each investigation is different
- (b) (6), (b) (7)(C) will call me as early as Monday—up to 2 weeks
 - (b) (6), (b) (7)(C) will be my contact
- (b) (6), (b) (7)(C) : "PTO—unpaid pending investigation
- (b) (6), (b) (7)(C) : "At what point do I call my attorney?"
- (b) (6), (b) (7)(C) : You can call your attorney anytime you want.

Didn't clock in for this meeting: 1330 – 1410.

EXHIBIT 3

Supplemental Position Statement on Appeal
Sutter Medical Center, Sacramento
Case 20-CA-197833

CORRECTIVE ACTION NOTICE

To: (b) (6), (b) (7)(C)
Date: (b) (6), (b) (7)(C) 2017

Employee Number: (b) (6), (b) (7)(C)
Manager/Director: (b) (6), (b) (7)(C)

Department: (b) (6), (b) (7)(C)

We believe that every individual wants and needs to know if satisfactory performance is not being achieved and/or if policies and practices are being violated. Corrective Action is a positive step toward resolution of an identified problem and, to the extent possible, gives each employee an opportunity to correct job related behavior/performance. Involuntary termination is not the desired result, and is used only after significant attempts have been made to solve the problem, or in response to serious conduct violations.

PART I CORRECTIVE ACTION TAKEN:

☐ WRITTEN WARNING LEVEL 1: The following problem must be resolved by _____ or further corrective action will be needed.
Date

☐ FINAL WRITTEN or SUSPENSION: The following problem has led to your suspension from _____ to _____
Dates

☐ WRITTEN WARNING LEVEL 2: The following problem must be resolved by _____ or it will result in: ☐ Suspension ☐ Termination
Date

☒ INVOLUNTARY TERMINATION: The following problem has led to your termination effective: (b) (6), (b) (7)(C) 17
Date

PART II DESCRIPTION OF PROBLEM:

The specific problem is (including dates):

On (b) (6), (b) (7)(C) 16, (b) (6), (b) (7)(C) exhibited hostile, intimidating and threatening behavior towards (b) (6), (b) (7)(C). The investigation into this incident revealed that (b) (6), (b) (7)(C) was backed up against the wall with (b) (6), (b) (7)(C) and two other nurses surrounding (b) (6), (b) (7)(C) was standing in front of (b) (6), (b) (7)(C), and used (b) (6), (b) (7)(C) body to physically touch (b) (6), (b) (7)(C) body in an aggressive manner. (b) (6), (b) (7)(C) was pointing (b) (6), (b) (7)(C) finger in (b) (6), (b) (7)(C) face and being abusive and aggressive in (b) (6), (b) (7)(C) communications with (b) (6), (b) (7)(C) used a raised voice to shout at (b) (6), (b) (7)(C) though (b) (6), (b) (7)(C) was standing so close to (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) was touching (b) (6), (b) (7)(C). By backing (b) (6), (b) (7)(C) against a wall, (b) (6), (b) (7)(C) also physically blocked (b) (6), (b) (7)(C) from being able to walk away. The incident took place in a work area in front of multiple coworkers, such that it caused a disruption in the workplace and undermined (b) (6), (b) (7)(C) supervisory authority. (b) (6), (b) (7)(C) was visibly distressed to such an extent that an observing employee was prompted to step in between (b) (6), (b) (7)(C) to remove (b) (6), (b) (7)(C) from the situation. (b) (6), (b) (7)(C) began to follow the employee to the elevator and (b) (6), (b) (7)(C) asked (b) (6), (b) (7)(C) to stop; (b) (6), (b) (7)(C) continued to follow (b) (6), (b) (7)(C) requiring (b) (6), (b) (7)(C) to repeat (b) (6), (b) (7)(C) request that (b) (6), (b) (7)(C) stop following (b) (6), (b) (7)(C).

Violation of the Human Resource Policy Guidelines for Disruptive Behavior and Prevention of Workplace Violence:

- Disruptive Behavior: Any incident in which the delivery of care or services is interrupted or impeded. This includes yelling, being hostile after reasonable request and demanding immediate and unreasonable action.
- Threatening Behavior: Any verbal or non-verbal expression of an intention to inflict pain or injury or to cause annoyance or alarm. This includes threatening to harm people directly or indirectly and intimidating actions, including: blocking pathway, leering, stalking.
- Harassment: Any intent to harass, annoy, threaten or alarm another person.

A resolution to the problem is important because:

Sutter Medical Center, Sacramento (SMCS) is committed to creating the best work environment possible, including professional and respectful treatment of its employees. SMCS will not tolerate any behavior that is in violation of our policies.

Assistance and/or previous warning offered by Supervisor:

E-Learning: Management of Aggressive Behavior Review – 04/11/2016

Criteria for determining whether or not the problem is resolved: N/A

Date(s) for progress review and follow-through meetings(s): N/A

Other Comments (i.e., supporting data, etc.):

(b) (6), (b) (7)(C) behavior was a serious violation of SMCS Disruptive Behavior and Workplace Violence policy. Due to the serious nature of this incident, (b) (6), (b) (7)(C) employment is terminated effective today.

Grievance Policy B40 given to employee.

PART III DISPOSITION OF ACTION NOTICE:

☐ Written Warning/ Level 1 and 2: Under certain conditions, after one year from the date of this Corrective Action Notice, you may make a written request for the Department Director to have this document removed from your HR file. In order for this to occur, there must not be any additional or ongoing corrective action issues.

{3170133 v.1}

I disagree with one above
(b) (6), (b) (7)(C)

☒ Suspension/Termination: In cases involving a Final Written/ Suspension and/or Termination, this form becomes a permanent part of your HR file.

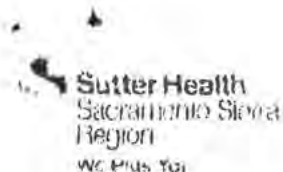
I disagree with the above

PART IV SIGNATURES:

Employee's signature below indicates receipt of above notice, and does not necessarily imply agreement. Employee may add comments on reverse side or pursue right to grievance according to the company's Grievance Procedures.

(b) (6), (b) (7)(C)	Date	Sup	(b) (6), (b) (7)(C)	Date
	(b) (6), (b) (7)(C) 2017		(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C) 2017
	Date	Time		

This form is to be discussed with the employee. Obtain necessary signatures. DISTRIBUTION: Department files; Employee copy; Forward copy to HR immediately



CORRECTIVE ACTION NOTICE

To: (b) (6), (b) (7)(C)
Date: (b) (6), (b) (7)(C) 2017

Employee Number: (b) (6), (b) (7)(C)
Manager/Director: (b) (6), (b) (7)(C)

Department: (b) (6), (b) (7)(C)

We believe that every individual wants and needs to know if satisfactory performance is not being achieved and/or if policies and practices are being violated. Corrective Action is a positive step toward resolution of an identified problem and, to the extent possible, gives each employee an opportunity to correct job related behavior/performance. Involuntary termination is not the desired result, and is used only after significant attempts have been made to solve the problem, or in response to serious conduct violations.

PART I CORRECTIVE ACTION TAKEN:

☐ **WRITTEN WARNING LEVEL 1:** The following problem must be resolved by _____ or further corrective action will be needed.
Date

☐ **FINAL WRITTEN or SUSPENSION:** The following problem has led to your suspension from _____ to _____
Dates

☒ **WRITTEN WARNING LEVEL 2:** The following problem must be resolved immediately or it will result in: ☐ Suspension ☐ Termination
Date

☐ **INVOLUNTARY TERMINATION:** The following problem has led to your termination effective: _____
Date

PART II

DESCRIPTION OF PROBLEM:

The specific problem is (including dates):

On (b) (6), 4/16, (b) (6) exhibited hostile, intimidating and threatening behavior towards (b) (6), (b) (7)(C). The investigation into this incident revealed that (b) (6), (b) (7)(C) was backed up against the wall with (b) (6) and two other nurses surrounding (b) (6), (b) (7)(C) and the two nurses were in very close proximity to (b) (6), (b) (7)(C) face and body, in an intimidating and threatening manner. The incident took place in a work area in front of multiple coworkers, such that it caused a disruption in the workplace and undermined (b) (6), (b) (7)(C) supervisory authority. (b) (6), (b) (7)(C) was visibly distressed to such an extent that an observing employee was prompted to intervene to remove (b) (6), (b) (7)(C) from the situation.

Violation of the Human Resource Policy Guidelines for Disruptive Behavior and Prevention of Workplace Violence:

- **Disruptive Behavior:** Any incident in which the delivery of care or services is interrupted or impeded. This includes yelling, being hostile after reasonable request and demanding immediate and unreasonable action.
- **Threatening Behavior:** Any verbal or non-verbal expression of an intention to inflict pain or injury or to cause annoyance or alarm.
- **Harassment:** Any intent to harass, annoy, threaten or alarm another person.

A resolution to the problem is important because:

Sutter Medical Center, Sacramento (SMCS) is committed to creating the best work environment possible, including professional and respectful treatment of its employees. SMCS will not tolerate any behavior that is in violation of our policies.

Assistance and/or previous warning offered by Supervisor:

E-Learning: Management of Aggressive Behavior – Review: 04/02/2016

Criteria for determining whether or not the problem is resolved:

There are to be no other violations of SMCS Disruptive Behavior and Prevention of Workplace Violence policy. (b) (6) will immediately be responsible for consistent and sustained professional and cooperative behavior at all times while on duty and on hospital premises.

Date(s) for progress review and follow-through meetings(s):

(b) (6) will be required to re-take the Management of Aggressive Behavior e-learning course within the next 30 days. (b) (6) will also meet with (b) (6), (b) (7)(C) every two weeks for the next 60 days. The specific days to be determined by (b) (6), (b) (7)(C) to ensure all policies are being met.

Other Comments (i.e., supporting data, etc.):

Any additional incidents that are in violation of SMCS Disruptive Behavior and Workplace Violence policies may result in further corrective action, up to and including termination of employment.

Grievance Policy B40 given to employee.

PART III

DISPOSITION OF ACTION NOTICE:

☒ **Written Warning/ Level 1 and 2:** Under certain conditions, after one year from the date of this Corrective Action Notice, you may make a written request for the Department Director to have this document removed from your HR file. In order for this to occur, there must not be any additional or ongoing corrective action issues.

☐ Suspension/Termination: In cases involving a Final Written/ Suspension and/or Termination, this form becomes a permanent part of your HR file.

PART IV SIGNATURES:

Employee's signature below indicates receipt of above notice, and does not necessarily imply agreement. Employee (b) (6), (b) (7)(C) comments on reverse side or pursue right to grievance according to the company's Grievance Procedures.

<i>Signed (b)(6), (b)(7)(C) & I disagree with the notice above</i>	
(b) (6), (b) (7)(C)	Date (b) (6), (b) (7)(C) 1/7
(b) (6), (b) (7)(C)	Date (b) (6), (b) (7)(C) 1/7
Date	Time in Conference

This form is to be discussed with the employee. Obtain necessary signatures. DISTRIBUTION: Department files; Employee copy. Forward copy to HR immediately.

CORRECTIVE ACTION NOTICE

To: (b) (6), (b) (7)(C)
Date: (b) (6), (b) (7)(C) 2017

Employee Number: (b) (6), (b) (7)(C)
Manager/Director: (b) (6), (b) (7)(C)

Department: (b) (6), (b) (7)(C)

We believe that every individual wants and needs to know if satisfactory performance is not being achieved and/or if policies and practices are being violated. Corrective Action is a positive step toward resolution of an identified problem and, to the extent possible, gives each employee an opportunity to correct job related behavior/performance. Involuntary termination is not the desired result, and is used only after significant attempts have been made to solve the problem, or in response to serious conduct violations.

PART I CORRECTIVE ACTION TAKEN:

☐ **WRITTEN WARNING LEVEL 1:** The following problem must be resolved by _____ or further corrective action will be needed.
Date

☐ **FINAL WRITTEN or SUSPENSION:** The following problem has led to your suspension from _____ to _____
Dates

☒ **WRITTEN WARNING LEVEL 2:** The following problem must be resolved immediately or it will result in: ☐ Suspension ☐ Termination
Date

☐ **INVOLUNTARY TERMINATION:** The following problem has lead to your termination effective: _____
Date

PART II

DESCRIPTION OF PROBLEM:

The specific problem is (including dates):

On (b) (6), (b) (7)(C) 1/16, (b) (6), (b) (7)(C) exhibited hostile, intimidating and threatening behavior towards (b) (6), (b) (7)(C). The investigation into this incident revealed that (b) (6), (b) (7)(C) was backed up against the wall with (b) (6), (b) (7)(C) and two other nurses surrounding (b) (6), (b) (7)(C) and the two nurses were in very close proximity to (b) (6), (b) (7)(C) face and body, in an intimidating and threatening manner. The incident took place in a work area in front of multiple coworkers, such that it caused a disruption in the workplace and undermined (b) (6), (b) (7)(C) supervisory authority. (b) (6), (b) (7)(C) was visibly distressed to such an extent that an observing employee was prompted to intervene to remove (b) (6), (b) (7)(C) from the situation.

Violation of the Human Resource Policy Guidelines for Disruptive Behavior and Prevention of Workplace Violence:

- **Disruptive Behavior:** Any incident in which the delivery of care or services is interrupted or impeded. This includes yelling, being hostile after reasonable request and demanding immediate and unreasonable action.
- **Threatening Behavior:** Any verbal or non-verbal expression of an intention to inflict pain or injury or to cause annoyance or alarm.
- **Harassment:** Any intent to harass, annoy, threaten or alarm another person.

A resolution to the problem is important because:

Sutter Medical Center, Sacramento (SMCS) is committed to creating the best work environment possible, including professional and respectful treatment of its employees. SMCS will not tolerate any behavior that is in violation of our policies.

Assistance and/or previous warning offered by Supervisor:

E-learning: Management of Aggressive Behavior – Review: 05/30/2016

Criteria for determining whether or not the problem is resolved:

There are to be no other violations of SMCS Disruptive Behavior and Prevention of Workplace Violence policy. (b) (6), (b) (7)(C) will immediately be responsible for consistent and sustained professional and cooperative behavior at all times while on duty and on hospital premises.

Date(s) for progress review and follow-through meetings(s):

(b) (6), (b) (7)(C) will be required to re-take the Management of Aggressive Behavior e-learning course within the next 30 days. (b) (6), (b) (7)(C) will also meet with (b) (6), (b) (7)(C) every two weeks for the next 60 days. The specific days to be determined by (b) (6), (b) (7)(C) to ensure all policies are being met.

Other Comments (i.e., supporting data, etc.):

Any additional incidents that are in violation of SMCS Disruptive Behavior and Workplace Violence policies may result in further corrective action, up to and including termination of employment.

Grievance Policy B40 given to employee

PART III

DISPOSITION OF ACTION NOTICE:

☒ **Written Warning/ Level 1 and 2:** Under certain conditions, after one year from the date of this Corrective Action Notice, you may make a written request for the Department Director to have this document removed from your HR file. In order for this to occur, there must not be any additional or ongoing corrective action issues.

☐ Suspension/Termination: In cases involving a Final Written/ Suspension and/or Termination, this form becomes a permanent part of your HR file.

PART IV SIGNATURES:

Employee's signature below indicates receipt of above notice, and does not necessarily imply agreement. Employee may add comments on reverse side or pursue right to grievance according to the company's Grievance Procedures.

Employee's Signature <i>I disagree with corrective actions signed under duress</i>	(b) (6), (b) (7)(C) <i>6/7</i>	Supervisor's Signature <i>(b) (6), (b) (7)(C)</i>	Date <i>6/17</i>
Witness (if Employee refuses to sign)	Date	Conference	

This form is to be discussed with the employee. Obtain necessary signatures. DISTRIBUTION: Department files; Employee copy; Forward copy to HR immediately

EXHIBIT 4

Supplemental Position Statement on Appeal
Sutter Medical Center, Sacramento
Case 20-CA-197833



A Voice for Nurses. A Vision for Healthcare.

Oakland
155 Grand Ave
Oakland, CA 94612
phone: 510-273-2200
fax: 510-663-1625

Via Electronic Filing

June 22, 2017

Janay Parnell, Field Examiner
National Labor Relations Board, Region 20
901 Market Street, Suite 400
San Francisco, CA 94103-1735

**RE: *Sutter Medical Center, Sacramento*
Cases 20-CA-196911, et al.**

Dear Ms. Parnell:

During our phone conversation of June 19, 2017, in response to a question from the California Nurses Association ("Union") regarding the provision of further evidentiary support for the instant charges, you referenced the case *Crowne Plaza LaGuardia*, 357 NLRB 1097 (2011) as informative to the Region's analysis of the facts under the framework provided by *Atlantic Steel*. The Union submits this addendum to its Position Statement of June 6, 2017 to address the relevance of that case. The Union maintains that the accusation that RNs (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) physically threatened and/or touched (b) (6), (b) (7)(C) is a ludicrous fabrication. All those witnesses directly involved have stated that neither (b) (6), (b) (7)(C) (b) (6), (b) (7) acted with any hint of aggression, let alone physically so, the Employer has not provided any credible evidence to establish such actions, and the long and well-established reputations of the nurses involved, even documented by Sutter management itself, consistently underscores (b) (6), (b) (7)(C) roles as compassionate, professional, and temperate leaders in the hospital. However, even granting for the sake of argument the Employer's outrageous contention that (b) (6), (b) (7)(C) made physical contact with (b) (6), (b) (7)(C), the context demonstrates that any such contact was inadvertent and would not be cause for (b) (6), (b) (7)(C) to lose protection under the Act.

As the Region can clearly recognize, and as the Union emphasized in its June 6 Position Statement, RNs (b) (6), (b) (7)(C) were engaged in protected concerted activity ("PCA") when the alleged incident with (b) (6), (b) (7)(C) occurred that led to their respective discipline. Indeed, they had just come from a town hall meeting with Sutter Medical Center, Sacramento ("Sutter") (b) (6), (b) (7)(C), where they raised issues regarding the terms and conditions of their employment with the highest levels of management, and were encouraged by (b) (6), (b) (7)(C) to discuss those issues with their supervisors and managers in (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) where the nurses work. (b) (6), (b) (7)(C) is (b) (6), (b) (7)(C) and the discussion in the hallway centered on the placement of a suggestion board for the raising of issues with regard to working conditions and suggestions for their possible solution. The discussion also touched on nurse-to-patient ratios, the leading area of friction and concern for (b) (6), (b) (7)(C) RNs regarding their working conditions.

The question raised under the four-part *Atlantic Steel* test is whether, by their conduct, RNs (b) (6), (b) (7)(C) concerted activity lost the protection of the Act. The facts of *LaGuardia* strongly suggests it did not. In *LaGuardia*, the Board held that three employees who *deliberately* and excessively touched their supervisor with an *effort to restrain him* as a means of presenting him with an employee-signed petition forfeited protection under the Act. *Crowne Plaza LaGuardia*, 357 NLRB at 1101 (emphasis added). There, one employee deliberately grabbed the supervisor's shoulder to prevent him from leaving and reached around his waist with the petition; another employee pushed her chest against the supervisor and moved from side to side, deliberately blocking his exit; a third employee deliberately grabbed the supervisor's arm to restrain him from fleeing. *Id.* at 1098. The Board held that such deliberate physical contact "reasonably threatened [the supervisor] and the Respondent's ability to maintain workplace order and discipline." *Id.* at 1101. However, a fourth employee did not forfeit PCA for briefly touching a security guard's wrist as the guard waved his arms to clear a path for the supervisor. *Ibid.* Because the fourth employee did not deliberately touch the security guard with any direct intention to restrain him, her conduct was materially different from the other three employees, and therefore her discipline was protected under the Act, and the Employer violated 8(a)(1) in bringing discipline against her. *Ibid.*

In the present case, under no plausible interpretation could the conduct of RNs (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) be reasonably seen as threatening (b) (6), (b) (7)(C) and/or Sutter's ability to maintain workplace order and discipline. *See Id.* at 1101. (b) (6), (b) (7)(C) **did not** deliberately touch (b) (6), (b) (7)(C) with an effort to restrain (b) (6), (b) (7)(C). *Ibid.* Even if (b) (6), (b) (7)(C) incidentally contacted (b) (6), (b) (7)(C) during their discussion, for example because they were squeezed up against the wall by a passing gurney, such conduct is not sufficient to forfeit protection of the Act. *Ibid.* Sutter nonetheless speciously claims that (b) (6), (b) (7)(C) aggressively touched (b) (6), (b) (7)(C) in an intimidating and threatening manner and (b) (6), (b) (7)(C) physically surrounded (b) (6), (b) (7)(C), and blocked (b) (6), (b) (7)(C) from walking away. However, this claim is not supported by any facts, even as laid out by the Employer, as (b) (6), (b) (7)(C) did freely walk away from the conversation when (b) (6), (b) (7)(C) became emotionally agitated in response to the nurses' addressing of unsatisfactory working conditions, including ineffective management communication. Sutter did not present evidence as a result of their sham investigation demonstrating that (b) (6), (b) (7)(C) alleged actions were deliberate. Nor does Sutter show that (b) (6), (b) (7)(C) made a deliberate effort to physically restrain (b) (6), (b) (7)(C). Witnesses maintain that the nurses were not verbally or physically aggressive toward (b) (6), (b) (7)(C). Further, Sutter fails to demonstrate the "particularized proof that specific individuals engaged in the misconduct at issue." *Id.* at 1100.

Rather, Sutter seized on the fact of (b) (6), (b) (7)(C) emotional state to discipline and terminate known Union leaders and outspoken advocates for the improvement of (b) (6), (b) (7)(C) RN working conditions striking their most ferocious blow in an ongoing busting campaign of lies, threats, and intimidation. It bears stressing that even if (b) (6), (b) (7)(C) bizarrely felt threatened by this "incident," even assuming there was any inadvertent physical contact, (b) (6), (b) (7)(C) own subjective emotional response is not the standard laid out by the Board in *Atlantic Steel*. Objectively, with all the facts considered, there is no way that a reasonable person would have felt threatened by the conduct of

(b) (6), (b) (7)(C) . See *Kiewit Power Constructors Co. v. NLRB*, 652 F.3d 22, 29 fn. 2 (D.C. Cir. 2011), enfg. 355 NLRB 708 (2010).

In conclusion, the Union strongly urges the Region to see these ridiculous allegations against RNs with stellar records and decades of experience treating the most vulnerable patients for what they are. The third factor in *Atlantic Steel*, "nature of the conduct," weighs heavily in favor of (b) (6), (b) (7)(C) . They were simply engaged in a constructive conversation with (b) (6), (b) (7)(C) in their unit on the heels of being urged to do so by (b) (6), (b) (7)(C) of the hospital. If any contact occurred in that hallway on (b) (6), (b) (7)(C) , it was certainly inadvertent, was not the cause of (b) (6), (b) (7)(C) emotional display, and did not result in (b) (6), (b) (7)(C) egress being blocked in any fashion. An examination of the facts of this case under *LaGuardia* and *Ailantic Steel* demonstrate that (b) (6), (b) (7)(C) concerted activity remained protected.

Thank you for your attention to this matter.

Sincerely,

CALIFORNIA NURSES ASSOCIATION (CNA)
LEGAL DEPARTMENT



David Willhoite
Legal Counsel

cc: Jill Coffman, NLRB Region 20 Regional Director
Olivia Vargas, NLRB Region 20 Supervisory Field Examiner
Roy Hong, CNA

EXHIBIT 5

Supplemental Position Statement on Appeal
Sutter Medical Center, Sacramento
Case 20-CA-197833

Performance Review



2015-2016 Non-Exempt Performance Review 1.1

From Jun 1, 2015 to May 31, 2016

Employee: (b) (6), (b) (7)(C)

Manager: (b) (6), (b) (7)(C)

Overview

Status: Closed

Author: (b) (6), (b) (7)(C)

Step: N/A

Step Due Date: N/A

■ Final Comments

Manager's assessment
No comments entered

■ Acknowledgement Comments

Manager's assessment
No comments entered

Employee's self-assessment
No comments entered

■ Instructions

PLEASE READ BEFORE YOU PROCEED

Supervisor

1. Click the Access the Review button to begin the supervisor assessment.
2. Click the Next and Previous buttons to move through the review page by page.
3. Review the instructions on the first page of each section to understand what needs to be completed.
4. Enter ratings and comments on each page, as needed.
5. Click the Send to One Up for Approval button to submit the review for approval.
6. Once approved, meet with employee to review the evaluation.
7. Click the Send for Acknowledgement button to send the review to the employee for acknowledgement and completion.

One Up

1. Upon receipt of the review from the supervisor, click the Approve/Send Back for Edits button.
2. If desired, enter a comment to include as part of the permanent record.
3. Click the Approve button to approve the review or click Reject to send it back to the supervisor for edits.

Reminder: All comments become part of the permanent document, as entered. Comments are viewable by all authorized users and cannot be removed.

Rating Options:

- Improvement Required = Does not meet expectations. Significant/sustained improvement required immediately.
- Growth Needed in Some Areas = Meets expectations in most areas. Development needed in some areas.
- Strong Performer = Consistently meets all expectations. May exceed expectations in focused areas.
- Exceeds Expectations = Consistently exceeds majority of expectations. May be role model in several areas.
- Role Model = Far exceeds all expectations. Serves as a role model in all aspects of job performance, achieving highest levels of performance in both what was achieved and how results were achieved.

For additional rating description details click [here](#). Access the MyPSDP site for training documents at the MyPSDP Training Documentation page or access training session information at the MyPSDP Training Sessions page. Please note, you must be logged into the Sutter network to access these links.

■ Overall Summary

Instructions

1. The rating which best reflects overall performance has been calculated for your review, however, you can override that rating if necessary. Selecting a different rating other than the calculated rating should be by exception only and needs to be documented in the comment field below.
2. If you would like to add Development Activities, save the review and click the drop down arrow in the Module section above and choose Development Plan.

Section	Overall Rating (Manager's assessment)
DEFINITIONS ONLY: What was Achieved - Principal Accountabilities and Competencies (INFORMATIONAL - NO RATINGS IN THIS SECTION) Principal Accountabilities Rating Competencies Rating Performance Goals (if applicable) How Results Were Achieved Universal Requirements	Strong Performer All Competencies Met/New Comp Not Met - No deduction Not Applicable Yes, Met Requirements Strong Performer

Comments

(b) (6), (b) (7)(C) is an asset to (b) (6), (b) (7)(C) is always very pleasant to work with, and helpful to (b) (6), (b) (7)(C) peers. (b) (6), (b) (7)(C) incorporates the Family Centered Care Philosophy well in (b) (6), (b) (7)(C) care. (b) (6), (b) (7)(C) commitment to (b) (6), (b) (7)(C) is admirable. (b) (6), (b) (7)(C) is a great ambassador for Sutter Health. Thank you for all you do for our patients, their families, and our unit!

Goals:

Continue to attend 80% of staff meetings in the coming year. (Your attendance is great!)

Continue to primary - having 1 longterm and 2 short primary patients in the coming year. (You do a wonderful job and families love you!)

Consider becoming a teacher of Infant CPR and/or Baby Basics if interested. (You are a great teacher!)

Continue to request more patients in NI assignments.

Consider Clinical Ladder.

DEFINITIONS ONLY: What was Achieved - Principal Accountabilities and Competencies (INFORMATIONAL - NO RATINGS IN THIS SECTION)

■ Instructions

INFORMATIONAL ONLY - NO RATINGS IN THIS SECTION.

This section is informational only; you can use this section to review the Principal Accountabilities and Competencies and rate accordingly in the next section.

1. Click on the links below or select the Next button to page through and view each Principal Accountability and the proficiency level definitions for each Competency.
2. To add a Competency from the library click on the Manage Section Items link below.

Accountability: Community- Promotes a positive relationship between Sutter Health and the community.

Community- Promotes a positive relationship between Sutter Health and the community.

Accountability: Finance - Utilizes resources to deliver quality care in a safe, efficient, and cost-effective manner.

Finance - Utilizes resources to deliver quality care in a safe, efficient, and cost-effective manner.

Accountability: Growth - Actively manages patient/family plan of care throughout the hospitalization to achieve optimal transition and progression toward discharge for patient/family.

Growth - Actively manages patient/family plan of care throughout the hospitalization to achieve optimal transition and progression toward discharge for patient/family.

Accountability: People - Coordinates the activities of the health care team in a professional manner according to the Standards of Excellence promoting a positive work environment.

People - Coordinates the activities of the health care team in a professional manner according to the Standards of Excellence promoting a positive work environment.

Accountability: Quality- Provides optimal care to patients' and family which is collaborative, evidence based and meets national/facility standards to achieve the best possible outcome.

Quality - Provides optimal care to patients' and family which is collaborative, evidence based and meets national/facility standards to achieve the best possible outcome.

Accountability: Service - Cares for patient/family according to the Sutter Difference Standards and activities ensuring the best patient/family experience.

Service - Cares for patient/family according to the Sutter Difference Standards and activities ensuring the best patient/family experience.

Competency: Age Specific Care – General – Level 1

Uses age-specific developmental principles when providing care and other health related services for patients.

- 1.01: Identifies the physical and developmental age of population to whom care is being provided.
- 1.02: Identifies the physical, intellectual, and developmental characteristics of the population to whom care is being provided.
- 1.03: Recognizes suspected abuse or neglect and reports appropriately.
- 1.04: Provides a safe environment based on patient's age and developmental level.
- 1.05: Implements care, interventions and/or work procedures required, based on the patient's age and developmental level.
- 1.06: Involves family in care as patient's age, developmental level and wishes dictate.
- 1.07: Utilizes techniques to de-stress patient from treatment/hospitalization as appropriate for patient's age and developmental level.
- 1.08: Assesses pain using age-specific indicators.
- 1.09: Identifies developmental and social needs of patient at appropriate age levels.

Competency: Clinical Management of Patients (Licensed Professionals) - Level 2

Demonstrates safety, proficiency, consideration for patients developmental, physical, emotional, spiritual, cultural and cognitive level as well as knowledge of technical functions required in the accomplishment of patient care activities, including: all types of patient care equipment, medication administration, IV management, including administration of blood/blood products, specimen collection, mobility/immobility issues, and computerized cl

- 1.01: Understands indications for patient therapy and/or procedural intervention.
- 1.02: Implements appropriate patient care interventions as directed within scope of practice.
- 1.03: Demonstrates proficiency in equipment set-up, operation and troubleshooting appropriate to the patient population.
- 1.04: Recognizes abnormal findings and takes appropriate actions.
- 1.05: Gathers clinical data according to patient care standards.
- 1.06: Reinforces patient and family education.
- 1.07: Ensures patient safety.
- 1.08: Mentors peers related to patient therapy and/or procedural intervention.
- 2.01: Interprets and decides upon care priorities in emergent situations.
- 2.02: Recognizes and understands indications for patient therapy and/or procedural intervention.
- 2.03: Coordinates the care of the patient therapy.
- 2.04: Manages patients according to best practices including CMS Core Measures, JCAHO Standards, Patient Safety Goals and Sutter Clinical Initiatives.
- 2.05: Recognizes potential complications and implements appropriate interventions.
- 2.06: Educates patient and family regarding disease process and overall management.
- 2.07: Prepares patient and family regarding purpose of the indicated therapy and/or procedural intervention.
- 2.08: Works with patient and family to receive input and answer questions.

Competency: Code Blue - Level 2

Uses the protocols and procedures for cardiopulmonary resuscitation.

- 1.01: Recognizes emergency and intervenes.
- 1.02: Activates facility code blue response.
- 1.03: Uses basic life support techniques to provide immediate resuscitation until team arrives.
- 1.04: Provides coverage for others participating in situation.
- 2.01: Controls the emergent environment.
- 2.02: Provides problem solving during emergency situation.
- 2.03: Monitors adherence to Basic Life Support (BLS) guidelines in resuscitation efforts.
- 2.04: Assures support of family and patient during BLS phase of code blue.
- 2.05: Handles medications, documentation; assists with procedures.
- 2.06: Recognizes changes in patient condition prior to deterioration into code event, assesses changes and seeks interventions to prevent deterioration.
- 2.07: Establishes line placement.

Competency: Cultural Competence/Diversity - Level 1

Applies knowledge of practices and behaviors governing culturally appropriate interactions with all individuals encountered in the work environment. These can be clinical or non-clinical in nature.

- 1.01: Uses appropriate resources to address language/communication barriers.
- 1.02: Treats all employees, medical staff members, patients, visitors and customers with respect, dignity and fairness.

- 1.03: Participates in Cultural Competence and Diversity trainings as assigned.
- 1.04: Aligns individual behavior with organizational diversity and cultural competence values.
- 1.05: Performs job specific competencies in a culturally sensitive manner.
- 1.06: Holds self and peers accountable to uphold the Standards of Behavior/Performance/ Excellence regardless of race ethnicity, culture, religious affiliation, disability, socioeconomic background, education, sexual orientation, marital status, gender, age or position.
- 1.07: Demonstrates awareness of and complies with applicable laws, rules and regulations related to cultural differences.
- 1.08: Supports an inclusive work environment by actively discouraging negative stereotypes, including but not limited to cultural, racial, religious, age, disability, socioeconomic, educational, sexual orientation, marital status, or gender.

Select the Next button to page forward.

Competency: Emergency Management and Disaster Response - Level 1

Participates in the mitigation, preparedness, response, and recovery activities regarding the management of emergencies.

- 1.01: Demonstrates awareness of emergency codes.
- 1.02: Able to state personal role during an emergency event.
- 1.03: Able to state department's role during an event.
- 1.04: Demonstrates awareness of the incident command system used for emergency events.
- 1.05: States the five (5) functional Incident Command System (ICS or HICS) groups and their functions.
- 1.06: ICS / HICS: Specifies the chain of command to obtain supplies and equipment.
- 1.07: Able to recognize a Haz Mat event (incl. Chemical and Bio Terrorism).
- 1.08: Demonstrates knowledge to keep self safe (S) in the event of a Haz Mat event.
- 1.09: Haz Mat: Knows how to isolate the patient or area (I) in case of a Haz Mat event.
- 1.10: Haz Mat: Knows which notifications to make (N).
- 1.11: Participates in emergency management drills / events.

Select the Next button to page forward.

Competency: Equipment and Supplies - Level 1

Applies knowledge of technologies, equipment, and supplies. These can be medical or non-medical in nature.

- 1.01: Identifies major types of technologies, equipment, and supplies used within the service/care function.
- 1.02: Identifies safety considerations and procedures for operators and patients.
- 1.03: Resolves basic equipment problems or malfunctions.
- 1.04: Operates the particular technology, equipment, or supply, and produces relevant reports or output.
- 1.05: Discusses operational issues and considerations for the specific technology, equipment, or supply.
- 1.06: Cognizant of the basic technical infrastructure in the local environment.
- 1.07: Cleans equipment as specified by department standards.

Competency: Health Information Management - Level 1

Ability to document, maintain and process patient information within current legal requirements and privacy laws.

- 1.01: Maintains and enforces patient confidentiality and privacy laws, policies and procedures.
- 1.02: Identifies the steps in initial setup and maintenance of documentation process.
- 1.03: Works with an automated health information application.
- 1.04: Delineates and complies with security and access control processes to protect privacy and information.
- 1.05: Identifies common types of information maintained on patients.
- 1.07: Describes and complies with organization's health information management procedures and policies.
- 1.08: Locates published guidelines and other sources of information on health information keeping. May participate in charge capture, coding and/or billing of procedures and/or diagnoses.

Competency: Healthcare Information Systems - Level 1

Utilizes industry and organization applications and databases that contain medical, patient, and healthcare information.

- 1.01: Identifies health information system applications used within facility.
- 1.02: Describes the type of information maintained in systems.
- 1.03: Specifies key functions addressed by core applications.
- 1.04: Locates relevant documentation and systems support information.
- 1.05: Appropriately utilizes specific systems and applications as they relate to job functions.
- 1.06: Describes the type of information maintained in specific systems and applications.
- 1.07: Defines roles and responsibilities of users, administrators, and systems support staff.

Select the Next button to page forward.

Competency: Implementation of the Nursing Process - Level 1

Assesses, plans, coordinates, implements and evaluates nursing care appropriate to the developmental, physical, cultural, emotional, spiritual and cognitive abilities of the patient.

- 1.01: Determines assessment priorities and initiates thorough or focal assessment based on needs, age, developmental and cognitive level of patient.
- 1.02: Ensures that assessments and reassessments are performed according to facility standards and patient needs.
- 1.03: Takes appropriate action when assessment reveals deviations from patient norm, unusual or life-threatening findings.
- 1.04: Completes the health history with the patient and/or family.
- 1.05: Utilizes gathered data to plan, deliver and evaluate care.
- 1.06: Develops and implements patient plan of care in partnership with the patient and family.
- 1.07: Performs nursing interventions directly or through delegation and evaluates patient response.
- 1.08: Makes appropriate nursing judgments based on assessment and reassessment data.
- 1.09: Evaluates actual outcomes against goals and updates plans of care based on patient progress.
- 1.10: Identifies the patients discharge planning needs and initiates appropriate referrals.
- 1.11: Documents thoroughly and accurately in the patient record according to facility standards.

Competency: Infection Control - Level 2

Utilizes knowledge of patient safety and error prevention and applies appropriate processes and procedures to minimize the spread of infection and disease.

- 1.01: Demonstrates awareness of and applies standard (universal) precautions consistently, and encourages others do to so.
- 1.02: Understands and adheres to facility policies, procedures, and standards regarding infection prevention and control.
- 1.03: Consistently complies with facility policy on transmission-based precautions.
- 2.01: Educates peers and/or patients and families regarding prevention and control of infection.
- 2.02: Demonstrates knowledge of infections and methods to reduce risk of transmission.
- 2.03: May work with Infection Control to establish policies and procedures to reduce the risk of transmission.

Competency: Information Management - Level 1

Ability to manage the flow and content of information following standard procedure.

- 1.01: Generates and reviews information (e.g. reports, results, films, correspondence), recognizes problems and appropriately escalates.
- 1.02: Uses the appropriate mode (e.g. phone, fax, mail, electronic) to disseminate a variety of information to the appropriate party.
- 1.03: Receives a variety of information from internal/external sources, reviews and takes appropriate action.
- 1.04: Receives requests for information and follows established protocol to respond appropriately.
- 1.05: Stores information, documents and records according to standard procedures.
- 1.06: Accurately retrieves and/or compiles data or information upon request, within established timeframes.
- 1.07: May enter information to capture charges for tests, products and/or services.

Competency: Licensing and Accreditation - Level 1

Applies knowledge and understanding of legislation and regulatory bodies to healthcare practices.

- 1.01: Summarizes the laws governing privacy and patient rights.
- 1.02: Adheres to work-related aspects covered by legal, regulatory and accreditation standards and policies.
- 1.03: Implements and monitors adherence to a specific aspect of legislation.
- 1.04: Identifies a specific healthcare policy and relates it to the specific law or regulation.
- 1.05: Recognizes situations or conditions with potential legal, regulatory and accreditation non-compliance and escalates appropriately through the chain of command.
- 1.06: Identifies major federal and state legislation, industry regulatory bodies and accreditation bodies.
- 1.07: Locates additional information regarding relevant legal issues.

Select the Next button to page forward.

Competency: Pain Management - Level 2

Provide for effective pain management appropriate to the developmental, physical, emotional, spiritual, cultural and cognitive abilities and facility Standards.

- 1.01: Utilizes appropriate pain scales.
- 1.02: Documents pain scores, patient history related to pain management, effective alternatives, and any barriers to effective pain management.
- 1.03: Follows basic pharmacological pain management principles.
- 1.04: Utilizes non-pharmacological approaches to pain management.
- 1.05: Recognizes and responds to side effects of pharmacological pain management.
- 1.06: Initiates and monitors the immediate care of patients in pain.
- 1.07: Documents nursing interventions and patient's response to pain on appropriate form.
- 1.08: Reinforces patient and family education on pain management, importance of reporting pain and harmful effects of uncontrolled pain.

- 2.01: Assesses pain on admission and reassesses at appropriate intervals.
- 2.02: Uses knowledge of patient history and barriers to effective pain management in assessing and reassessing patient pain.
- 2.03: Develops non-pharmacologic approaches to pain when appropriate.
- 2.04: Identifies barriers to pain management and intervenes to improve outcomes.
- 2.05: Educates patient and family on pain management, importance of reporting pain and harmful effects of uncontrolled pain.
- 2.06: Assures pain management needs are addressed in discharge plan.
- 2.07: Coordinates pain management to optimize patient activities and therapies.
- 2.08: Utilizes evidence based practice to promote pain management.
- 2.09: Promotes pain management as a patient right.

Competency: Patient Rights - Level 1

Demonstrates knowledge of principles and practices associated with the rights and responsibilities of patients and caregivers.

- 1.01: Locates policies on patient rights, informed consent and advance directives, as applicable to role and scope of responsibilities
- 1.02: Applies key areas covered under patient rights to role and scope of responsibilities.
- 1.03: For those employees working in the acute care setting, demonstrates knowledge of patient rights, informed consent, and advanced directives.

Select the Next button to page forward.

Competency: Patient and Family Centered Care - Level 1

Demonstrates knowledge of and applies principles and practices associated with patient and family centered care.

- 1.01: Is able to define the Sutter Health concept of family.
- 1.02: Locates the written philosophy of care.
- 1.03: Defines 8 core principles of patient and family centered care.
- 1.04: Gives example of Patient and Family centered care solutions from own area.
- 1.05: Demonstrates patient and family centered care principles whenever interacting with patients or hospital guests.
- 1.06: Able to state at least 3 benefits of practicing patient and family centered care to the organization.
- 1.07: Identifies benefits to patients and families.
- 1.08: Understands regulatory agency requirements for patient and family centered care.
- 1.09: Completes assigned trainings(s) on Patient and Family Centered Care in a timely manner.

Competency: Policy, Procedures, and Standards - Level 1

Utilizes industry standards, policies and procedures relevant to function and organization. These can be clinical or non-clinical in nature.

- 1.01: Complies with organizational and professional standards, as well as organizational and departmental policies and procedures.
- 1.02: Identifies common policies, procedures, and standards.
- 1.03: Obtains and reviews documentation and information on standards and their usage.
- 1.04: Applies policy, procedure, and standards documentation.
- 1.05: Identifies areas for improvement and provides feedback to the appropriate personnel.
- 1.06: Contributes to the development and implementation of specific procedures.
- 1.07: Describes control and monitoring mechanisms, tools and techniques.
- 1.08: Complies with appropriate abuse reporting requirements for the reporting of child, elderly, disabled, and other types of suspected abuse as applicable.

Select the Next button to page forward.

Competency: Privacy and Confidentiality - Level 1

Complies with privacy and confidentiality rules, policies, and procedures, including applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA).

- 1.01: Names publications, places or a local resource to refer to for policy and procedure relating to privacy and confidentiality.
- 1.02: Adheres to all aspects of privacy and confidentiality laws, regulations and policies.
- 1.03: Relates implications of privacy laws and regulations to own function.

Select the Next button to page forward.

Competency: Professional Practice - Level 2

Demonstrates role competency by utilizing critical thinking, professional judgement, teamwork and effective communication within scope of practice.

- 1.01: Collaborates with peers and supervisors to assure patient needs are met.
- 1.02: Provides input for patient rounds by communicating patient clinical status, care goals/problems and plans with team.
- 1.03: Communicates a concise, organized and thorough report.
- 1.04: Performs responsibilities to extent of license/certification and job description.
- 1.05: Seeks out educational opportunities/experiences to continually update practice.

- 2.01: Collaborates with peers and supervisors to assure patient and unit needs are met.
- 2.02: Offers assistance to others to assure patient and unit needs are met.
- 2.03: Participates in patient rounds by leading discussions regarding their patients' clinical status, care goals/problems and plans with team.
- 2.04: Communicates a concise, organized and thorough report with caregivers when patient hand offs occur including: anticipated changes, plan of care, short and long term goals, discharge and educational needs.
- 2.05: Assesses need for unit resources, support and assistance, and actively participates for resolution.
- 2.06: Delegates to other care providers to facilitate meeting patients' needs in a timely manner with follow-up to assure desired results.
- 2.07: Seeks out physicians for professional consultation and collaboration to discuss patient care issues.
- 2.08: Functions as a resource/role model for departmental and organizational standards and policies and procedures.
- 2.09: Utilizes the Chain of Command, Rapid Response Team and other resources to assure patient safety.
- 2.10: Communicates any adverse event with supervisor to manage risk to hospital.

Competency: Quality Assurance - Level 1

Demonstrates knowledge and individual behaviors that are aligned with assuring organizational quality.

- 1.01: Recognizes and appropriately reports/escalates deviations, problems, unusual occurrences and unexpected outcomes.
- 1.02: Can describe the organization's approach to performance improvement.
- 1.03: Effectively completes tasks related to quality control and/or process control.
- 1.04: Can describe and, works within, scope of practice and/or position, exercising the appropriate level of authority and responsibility.
- 1.05: Effectively communicates to ensure quality of service, products and/or care.
- 1.06: Effectively organizes, coordinates and prioritizes work to ensure quality of service, products and/or care.

Select the Next button to page forward.

Competency: Safety / Environment of Care - Level 1

Provides a safe work environment to prevent injury to self, patients, visitors, and other workforce members.

- 1.01: Wears Photo I.D. badge in accordance with dress code.
- 1.02: Identifies and reports safety hazards and/or violations, and protects the environment and patient until the situation is resolved.
- 1.03: Removes unsafe equipment from use according to policy.
- 1.04: Reports to appropriate staff any furniture that appears to be in need of repair.
- 1.05: Stores supplies, machines and equipment in their proper places.
- 1.06: Constantly observes working environment for hazards.
- 1.07: Reports immediately all close calls, accidents, and occurrences for patients, visitors and staff.
- 1.08: Uses sound judgment that promotes safety in individual situations.
- 1.09: Observes no smoking policies.
- 1.10: Reduces the risk of patient harm resulting from falls when in a patient care environment.
- 1.11: Reports or cleans spills immediately according to guidelines.
- 1.12: Understands and applies standard safety acronyms and related procedures.
- 1.13: Participates in all mandated environmental safety programs.

- 1.14. Completes assigned safety trainings in a timely fashion.
- 1.15. Reminds others of the importance of a safe environment.
- 1.16. Demonstrates awareness of risk and seeks risk reduction in own work area.
- 1.17. When working with patients, correctly identifies patient with at least two patient identifiers.

Select the Next button to page forward.

Competency: Service and Satisfaction - Level 1

Applies knowledge of practices, behaviors, applicable laws, rules and regulations governing proper conduct.

- 1.01. Complies with ethics as explained in the Sutter Health Standards for Business Conduct.
- 1.02. Adheres to all components of entity-specific Standards of Behavior/Performance/Excellence.
- 1.03. Identifies potential areas of risk and reports them appropriately.
- 1.04. Demonstrates commitment to excellence.
- 1.05. Treats all employees, medical staff members, patients, visitors and customers with respect, dignity and fairness.
- 1.06. Participates in customer (e.g., physician, patient) service efforts, contributing to high customer satisfaction.
- 1.07. Holds self and peers accountable to uphold the Standards of Behavior/Performance/Excellence.
- 1.08. Aligns individual behavior with organizational goals and values.

Select the Next button to page forward.

Principal Accountabilities Rating

■ Instructions

Click on the link below or select the Next button to choose the rating which best describes the overall performance in regards to Principal Accountabilities.

Overall Principal Accountabilities Rating

Please choose the rating which best describes the performance in regards to Principal Accountabilities and then select the Next button to page forward to the next section.

■ Manager's assessment

Rating

Strong Performer

Comments

2015-2016 Metrics and Results for Principal Accountabilities for Non-Exempt Staff Evaluations July 2016

FINANCE

Unit

As resources are limited in health care, we need to be careful stewards of these resources. This includes appropriate use of time, resources, and supplies.

Scores

GOAL: Go Meet 2015 budget

1 (I) 2 (G) 3 (S) 3.5 (E)

Budget is 10% off target Budget is 5% off target Target met Budget is 5% better than Target

4 (R)

Budget is 10% better than target

Score: 2.0 0.50 25% Weight Score Input Here → G

PEOPLE

UNIT

Standardized work and processes are crucial to ensuring that high quality with predictable outcomes are delivered to our patients and each other as team members. Compliance and ethics remain core values of SMCS. Completion of Compliance and Ethic training at 90% or greater.

GOAL: Completion of Compliance and Ethic training at 90% or greater.

Scores

1 (I) - SMCS completes compliance and ethics training at <85%

2 (G) - SMCS completes compliance and ethics training at 85-89%

3 (S) - SMCS completes compliance and ethic training at 90%

3.5 (E) - SMCS completes compliance and ethic training at 95% or greater

4 (R) - SMCS completes compliance and ethics training at 100%

Score: 3.5 0.88 25% Weight Score Input Here → E

QUALITY

HOSPITAL

To ensure the highest quality of clinical care is provided to our patients.

GOAL: Completes a safe and successful move from SMH to the new combined campus. In conjunction with this move, an e-hr go live will occur completing our MOMS move.

Scores

- 1 (I) - MOM (both) no go
 - 2 (G) - Move go, e-hr no go
 - 3 (S) - Move and e-hr go, > 8 hours
 - 3.5 (E) - Move and e-hr completed within 8 hours
 - 4 (R) - Move and e-hr completed in less time than anticipated
- Score: 3.5 0.88 25% Weight Score Input Here → E

SERVICE

HOSPITAL

To ensure our patient's experience is complete- reflecting not only our clinical expertise but our compassion and caring.

- 1 (I) - Overall Hospital Inpatient Patient Satisfaction Results as measured by HCAHPS 4 or less service area domains at National Achievement Threshold
 - 2 (G) - 5 to 7 service area domains at National Achievement Threshold
 - 3 (S) - 6 of 8 service area domains at National Achievement Threshold
 - 3.5 (E) - At least 7 of 8 service area domains at National Achievement Threshold and remaining domains at National Benchmark
 - 4 (E) - 8 of 8 service area domains at National Benchmark
- Score: 2.0 0.50 25% Weight Score Input Here → G

Overall Result for SMCS Principal Accountability Section → 2.75

Overall Letter Result for Principal Accountabilities OVERALL for Pillars

R= 3.75-4.0 2.75

E=3.25-3.74

S=2.5-3.24

G= 2.49-1.5

I=1.49 OR LESS

Competencies Rating

■ Instructions

Click on the link below or select the Next button to choose the rating which best describes whether or not all competencies were met.

Overall Competencies Rating

1. Choose the rating which best describes whether or not all competencies were met.
2. Use the comment field if the required proficiency level was not met, or if this particular employee's role requires a higher level of proficiency.
3. Indicate the Type of Patient Care Provided in the Additional Information section under the Comments area below.
4. When done, select the Next button to page to the next section.

■ Manager's assessment

Rating

All Competencies Met/New Comp Not Met - No deduction

Comments

No comments entered

■ Additional Information

Type of Patient Care Provided

☒ Direct Care

Performance Goals (if applicable)

■ Instructions

It is not mandatory for Non-Exempt employees to use the Goal plan; however, if the employee being evaluated had goals in their plan.

1. Click on the link below or select the Next button to choose a rating which best reflects the extent to which those goals have or have not been achieved.
2. To view the employee's goal plan, save the review, click the drop down arrow in the Module section above and choose Goal Plan.

Performance Goals Rating (if applicable)

It is not mandatory for Non-Exempt employees to use the Goal plan; however, if the employee being evaluated had goals in their plan, select a rating which best reflects the extent to which those goals have or have not been achieved.

1. To view the employee's goal plan, save the review, click the drop down arrow in the Module section above and choose Goal Plan.
2. If the goal plan was not used, click the box next to Not Applicable. When done, select the Next button to page to the next section.

■ Manager's assessment

Rating

Not Applicable

Comments

No comments entered

How Results Were Achieved

■ Instructions

Click on each behavior listed below or select the Next button to choose a rating from the drop down menu. Please provide specific examples to support the rating in the comment fields.

Excellence & Quality

- Demonstrates ability to assess a situation, consider options and choose an appropriate course of action. Utilizes appropriate resources to effectively resolve the issue.
- Proactively identifies vs. reacts to problems/issues
- When appropriate, seeks guidance and direction to complete tasks, including asking appropriate questions and seeking needed clarification.
- Consistently produces error-free work with appropriate level of supervision, even when quantity increases.
- Identifies new/different ways to improve upon how things are done and takes appropriate action to make it happen.
- Actively participates in quality improvement initiatives/activities in unit/department/entity, including bringing out of date policies and procedures to supervisor's attention.
- Communicates with others (both internal and external) in a positive and effective manner.
- Meets timelines and deadlines, effectively balancing priorities even in the face of high volume or emergency situations.

Select the Next button to page forward.

■ Manager's assessment

Rating

Strong Performer

Comments

(b) (6), (b) pro-actively identifies and appropriately reacts to problems or issues by filling out patient safety records. This allows leadership to help solve issues and problems identified by nursing staff.

(b) (6), (b) has worked with many students during the past year, and always makes them feel welcome, engages them in patient care, shares (b) (6), (b) knowledge and expertise, and provides solid learning experiences for them. As (b) (6), (b) (7)(C) nurse i appreciate (b) (6), (b) willingness to accept students, who love so very much to come to our unit during their clinical rotations!

Is flexible when receiving assignments, working with stable NI patients and all levels of complexity of intermediate patients.

Compassion & Caring

- Demonstrates excellent customer service skills, including handling customer needs in a competent and knowledgeable manner, responding promptly to needs and questions.
 - Takes personal ownership of issues (e.g. Customer Service, Operational), seeing them through to resolution. Solves the problem or takes it to appropriate person for resolution.
 - Demonstrates appropriate work behaviors that are sensitive to the work environment, including talking softly in patient care and support areas and acknowledging patients/visitors promptly.
 - Demonstrates professionalism when faced with situations requiring conflict resolution (includes other Sutter employees/departments; MDs, patients, patient family, visitors, etc.) - listens to problem/issue, responds calmly and positively, and seeks to resolve situation in non-defensive manner.
- Select the Next button to page forward.

■ Manager's assessment

Rating

Role Model

Comments

Unit expectations are to primary 1 longterm and 2 short term patients in the past year. (b) (6), (b) (7)(C) met expectations. (b) (6), (b) (7)(C) took on as primary a complex patient with very concerned, involved and worried parents. They needed someone in their corner for the lengthy hospitalization and (b) (6), (b) (7)(C) became (b) (6), (b) (7)(C) nurse for them. (b) (6), (b) (7)(C) was an excellent patient and family advocate, working with consulting physicians, surgery, and other members of the multi-disciplinary team, in an effort to assess, identify, plan, and meet this patient's and family needs. There were days of disappointment: surgery with post op improvement, then returning issues several days later, and (b) (6), (b) (7)(C) was there each step of the way. (b) (6), (b) (7)(C) provided them consistency and a voice for the patient and family. (b) (6), (b) (7)(C) did a great job and the family appreciated all (b) (6), (b) (7)(C) did -for being there while providing excellent care to their loved one and them. (You did a wonderful job (b) (6), (b) (7)(C), and they told me so on several occasions!)

(b) (6), (b) (7)(C) pays attention to details and ensures all items are completed prior to discharging a patient. (b) (6), (b) (7)(C) has scoured EPIC for handouts and requested a TIP Sheet a showing what a RN can do without the parents present prior to discharge, what is needed at the time of discharge with the parent present, and what can be done after the discharge in EPIC. This will help to streamline the discharge process for all parties concerned. (b) (6), (b) (7)(C) request was done by our (b) (6), (b) (7)(C) and since then, many staff have been appreciative of the TIP Sheet (b) (6), (b) (7)(C) requested. (Excellent!)

Honesty & Integrity

- Protects confidential information including patient, organization, and employee information. Does not discuss confidential information with or in front of anyone - including other employees, patients, friends, family, business or social acquaintances, customers, suppliers or others - unless appropriate procedures to release information have been followed or the individual is in a recognized "need to know" role.
- Recognizes and takes accountability for personal actions or inaction. Fully tells/discloses information to appropriate individuals.
- Appropriately creates and/or handles documents and records, maintaining the integrity of information and confidentiality.

Select the Next button to page forward.

■ Manager's assessment

Rating

Strong Performer

Comments

(b) (6), (b) (7)(C) adheres to the Standards of Excellence by not engaging in unit rumors or gossip and performs all duties in a safe, ethical and honest manner. (b) (6), (b) (7)(C) recognizes and takes accountability for personal actions or inaction and fully tells/discloses information to appropriate individuals. Is respectful of patient/family privacy.

Teamwork

- Willingly accepts work direction from supervisor and appropriate team members.
- Supports new processes, procedures, other changes in work methods.
- Maintains positive and cooperative relationships within own work team and all other departments, shifts, and other Sutter Health entities. Positively interacts with others with different skills, abilities, and backgrounds.
- Seeks others' ideas and opinions.

- Notices when other employees are under pressure to complete work or are experiencing other difficulties and offers to lend a hand to help them.
 - Amount of work completed meets or exceeds job standards. Consistently carries fair share of the work.
 - Demonstrates flexibility: Willingly accepts work assignments that are not primary accountabilities; willingly takes on extra work; is flexible with work location, department, unit, shift assignment and necessary changes in processes and workflow.
 - Exhibits flexibility to changing conditions and workflows. Understands and accepts that sometimes change results in more work or relearning of processes, procedures and work methods.
 - Proactively seeks training and development to learn new technology/equipment/techniques, etc.
 - Cross-trains and/or shares acquired knowledge, skills, techniques, etc. with peers to strengthen the team.
 - Stays current regarding employee communications and organization/facility/department issues.
 - Demonstrates effective time management skills, including attending to personal business on own time.
 - Does not let personal issues disrupt work environment.
- Select the Next button to page forward.

■ Manager's assessment

Rating

Strong Performer

Comments

(b) (6), (b) (7)(C) has managed patients in the (b) (6), (b) (7)(C) this past year, including admitting (b) (6), (b) (7)(C) Golden Hour shortly after beginning (b) (6), (b) (7)(C) shift. (b) (6), (b) (7)(C) used resource personnel as needed, and for EPIC charting guidance (b) (6), (b) (7)(C) first admission using EPIC!). (b) (6), (b) (7)(C) was focused, taking time to complete tasks. (b) (6), (b) (7)(C) is encouraged to request more (b) (6), (b) (7)(C) assignments in the coming year to further (b) (6), (b) (7)(C) clinical skills, critical thinking ability, and continue building confidence in managing unstable patients.

Community

- Positively represents and supports the organization when talking to others within the organization (including within the department/entity and among other employees) and to others, such as vendors, patients, guests, and visitors.
- Supports our not-for-profit mission and the community benefit programs, services and activities sponsored by the organization.

Select the Next button to page forward.

■ Manager's assessment

Rating

Strong Performer

Comments

(b) (6), (b) (7)(C) adheres and models the Standards of Behavior of Sutter Health, at all times.

Universal Requirements

■ Instructions

Click on the link below or select Next to rate the Universal Requirements.

Universal Requirements

Review the Universal Requirements below and rate whether or not they were met. If a requirement was not met please document in the Comment field below along with any Required Licensure and Continuing Education information.

- New Employee Requirements (if applicable), including General/Department Orientation and Completion of all New Hire Requirements
- Completes annual Purified Protein Derivative (PPD) Testing (if applicable)
- Environment of Care (Safety) Training (if applicable), including: Injury/Illness Prevention; Electrical Safety; Fire Procedures; Infection Control/Exposure Control; Hazard Communication; Disaster & Emergency Procedures; Hazardous Waste Disposal
- Actively demonstrates and adheres to service excellence/Sutter Difference Standards
- Completes Standards of Business Conduct/Compliance Training
- Records time in accordance with the Policy
- Complies with Attendance Policy
- Complies with Dress Code
- Maintains a working knowledge of and adheres to organization, department and professional standards, policies, procedures and protocols
- List any Required Licensure, Certification and/or Registration and Other Position/Department Specific Required Training in the Comment field below

Document all Continuing Education in the Comment field below
Select the Next button to page forward.

■ Manager's assessment

Rating

Yes, Met Requirements

Comments

RN License: Active & Current

CPR and NRP: Current

Mandatory Education (eLearning, all other unit & hospital based education): Current.

History

Date/Time Jun 23, 2016, 2:46 PM	Event Review Closed	Details The review has been closed.	By System User
Date/Time Jun 23, 2016, 2:46 PM	Event Review Acknowledged	Details The review has been acknowledged.	By (b) (6), (b) (7)(C)
Date/Time Jun 23, 2016, 2:02 PM	Event Review Acknowledgement Requested	Details An acknowledgement has been requested for the review.	By (b) (6), (b) (7)(C)
Date/Time Jun 23, 2016, 2:02 PM	Event Review Released	Details The review has been released.	By (b) (6), (b) (7)(C)
Date/Time Jun 19, 2016, 12:58 PM	Event Review Approved	Details The review has been approved.	By (b) (6), (b) (7)(C)

Comments

(b) (6), (b) (7)(C)

You do an excellent job teaching our families and preparing our families for discharge. You have a passion for primary nursing, which is a gift to our families providing a source of comfort and continuity of care.

Thank you for all you do for our patients and our families.

I support the goals outlined in your evaluation and look forward to our next year of continued growth.

(b) (6), (b) (7)(C)

Date/Time Jun 13, 2016, 5:28 PM	Event Review Under Approval	Details The review is under approval.	By System User
Date/Time Jun 13, 2016, 5:28 PM	Event Review Completed	Details The review has been completed.	By (b) (6), (b) (7)(C)
Date/Time Jun 13, 2016, 5:22 PM	Event Review Overall Rating Assigned	Details The review rating for overall is set to "Strong Performer".	By (b) (6), (b) (7)(C)
Date/Time Jun 5, 2016, 4:08 PM	Event Review Section Rating Assigned	Details The review section rating for Competencies Rating is set to "All Competencies Met/New Comp Not Met - No deduction".	By (b) (6), (b) (7)(C)
Date/Time Jun 5, 2016, 4:08 PM	Event	Details	By (b) (6), (b) (7)(C)

Review Section Rating
Assigned

The review section
rating for Principal
Accountabilities Rating is
set to "Strong Performer".

Date/Time
Mar 31, 2016, 4:25 PM

Event
Review Assigned

Details
The review has been
assigned.

By
System User

Date/Time
Mar 31, 2016, 2:05 PM

Event
Review Created

Details
The review has been
created.

By
System User

Performance Review



2014-2015 Non-Exempt Performance Review 1.1

From Jun 1, 2014 to May 31, 2015

Employee: (b) (6), (b) (7)(C)

Manager: (b) (6), (b) (7)(C)

Overview

Status: Closed

Step: N/A

Step Due Date: N/A

Author: (b) (6), (b) (7)(C)

■ Final Comments

Manager's assessment

No comments entered

■ Acknowledgement Comments

Manager's assessment

No comments entered

Employee's self-assessment

No comments entered

■ Instructions

PLEASE READ BEFORE YOU PROCEED

Supervisor

1. Click the Access the Review button to begin the supervisor assessment.
2. Click the Next and Previous buttons to move through the review page by page.
3. Review the instructions on the first page of each section to understand what needs to be completed.
4. Enter ratings and comments on each page, as needed.
5. Click the Send to One Up for Approval button to submit the review for approval.
6. Once approved, meet with employee to review the evaluation.
7. Click the Send for Acknowledgement button to send the review to the employee for acknowledgement and completion.

One Up

1. Upon receipt of the review from the supervisor, click the Approve/Send Back for Edits button.
2. If desired, enter a comment to include as part of the permanent record.
3. Click the Approve button to approve the review or click Reject to send it back to the supervisor for edits.

Reminder: All comments become part of the permanent document, as entered. Comments are viewable by all authorized users and cannot be removed.

Rating Options:

- Improvement Required = Does not meet expectations. Significant/sustained improvement required immediately.
- Growth Needed in Some Areas = Meets expectations in most areas. Development needed in some areas.
- Strong Performer = Consistently meets all expectations. May exceed expectations in focused areas.
- Exceeds Expectations = Consistently exceeds majority of expectations. May be role model in several areas.
- Role Model = Far exceeds all expectations. Serves as a role model in all aspects of job performance, achieving highest levels of performance in both what was achieved and how results were achieved.

For additional rating description details click [here](#). Access the MyPSDP site for training documents at the MyPSDP Training Documentation page or access training session information at the MyPSDP Training Sessions page. Please note, you must be logged into the Sutter network to access these links.

■ Overall Summary

Instructions

1. The rating which best reflects overall performance has been calculated for your review, however, you can override that rating if necessary. Selecting a different rating other than the calculated rating should be by exception only and needs to be documented in the comment field below.
2. If you would like to add Development Activities, save the review and click the drop down arrow in the Module section above and choose Development Plan.

Section	Overall Rating (Manager's assessment)
DEFINITIONS ONLY: What was Achieved - Principal Accountabilities and Competencies (INFORMATIONAL - NO RATINGS IN THIS SECTION) Principal Accountabilities Rating Competencies Rating Performance Goals (if applicable) How Results Were Achieved Universal Requirements	 Strong Performer All Competencies Met/New Comp Not Met - No deduction Not Applicable Yes, Met Requirements Strong Performer

Comments

(b) (6), (b) (7)(C) is a valued and respected member of (b) (6), (b) (7)(C) has fostered and maintained good working relationships, and is supportive of others. (b) (6), (b) (7)(C) cares about the patients, their families, and the unit so we are successful in rendering the most optimal care with the best outcomes for all. (b) (6), (b) (7)(C) has been with Sutter Health for (b) (6) years, of which (b) (6) have been in (b) (6), (b) (7)(C). It is always a pleasure to work with (b) (6), (b) (7)(C) and I anticipate (b) (6), (b) (7)(C) will embrace the new setting at WCC, as it will provide more privacy for families at the bedside, in a more nurturing and quiet environment.

(b) (6), (b) (7)(C) has completed New Campus Orientation; Caring and Clinical Excellence, Clinical Orientation, and most recently New Unit Orientation; as we prepare for moving into this new hospital in August of 2015. Next we begin our education for electronic medical record charting, which will begin after we move our patients to the new facility. It is year of big changes and new beginnings, and we are fortunate to have (b) (6), (b) (7)(C) on this journey and on our team!

DEFINITIONS ONLY: What was Achieved - Principal Accountabilities and Competencies (INFORMATIONAL - NO RATINGS IN THIS SECTION)

■ Instructions

INFORMATIONAL ONLY - NO RATINGS IN THIS SECTION.

This section is informational only; you can use this section to review the Principal Accountabilities and Competencies and rate accordingly in the next section.

1. Click on the links below or select the Next button to page through and view each Principal Accountability and the proficiency level definitions for each Competency.
2. To add a Competency from the library click on the Manage Section Items link below.

Accountability: Community- Promotes a positive relationship between Sutter Health and the community.
Community- Promotes a positive relationship between Sutter Health and the community.

Accountability: Finance - Utilizes resources to deliver quality care in a safe, efficient, and cost-effective manner.
Finance - Utilizes resources to deliver quality care in a safe, efficient, and cost-effective manner.

Accountability: Growth - Actively manages patient/family plan of care throughout the hospitalization to achieve optimal transition and progression toward discharge for patient/family.
Growth - Actively manages patient/family plan of care throughout the hospitalization to achieve optimal transition and progression toward discharge for patient/family.

Accountability: People - Coordinates the activities of the health care team in a professional manner according to the Standards of Excellence promoting a positive work environment.
People - Coordinates the activities of the health care team in a professional manner according to the Standards of Excellence promoting a positive work environment.

Accountability: Quality- Provides optimal care to patients' and family which is collaborative, evidence-based and meets national/facility standards to achieve the best possible outcome.
Quality- Provides optimal care to patients' and family which is collaborative, evidence-based and meets national/facility standards to achieve the best possible outcome.

Accountability: Service - Cares for patient/family according to the Sutter Difference Standards and activities ensuring the best patient/family experience.
Service - Cares for patient/family according to the Sutter Difference Standards and activities ensuring the best patient/family experience.

Competency: Age Specific Care - General - Level 1
Uses age-specific developmental principles when providing care and other health related services for patients.

- 1.01: Identifies the physical and developmental age of population to whom care is being provided.
- 1.02: Identifies the physical, intellectual, and developmental characteristics of the population to whom care is being provided.
- 1.03: Recognizes suspected abuse or neglect and reports appropriately.
- 1.04: Provides a safe environment based on patient's age and developmental level.
- 1.05: Implements care, interventions and/or work procedures required, based on the patient's age and developmental level.
- 1.06: Involves family in care as patient's age, developmental level and wishes dictate.
- 1.07: Utilizes techniques to de-stress patient from treatment/hospitalization as appropriate for patient's age and developmental level.
- 1.08: Assesses pain using age-specific indicators.
- 1.09: Identifies developmental and social needs of patient at appropriate age levels.

Competency: Clinical Management of Patients (Licensed Professionals) - Level 2

Demonstrates safety, proficiency, consideration for patients developmental, physical, emotional, spiritual, cultural and cognitive level as well as knowledge of technical functions required in the accomplishment of patient care activities, including: all types of patient care equipment, medication administration, IV management, including administration of blood/blood products, specimen collection, mobility/immobility issues, and computerized cl

- 1.01: Understands indications for patient therapy and/or procedural intervention.
- 1.02: Implements appropriate patient care interventions as directed within scope of practice.
- 1.03: Demonstrates proficiency in equipment set-up, operation and troubleshooting appropriate to the patient population.
- 1.04: Recognizes abnormal findings and takes appropriate actions.
- 1.05: Gathers clinical data according to patient care standards.
- 1.06: Reinforces patient and family education.
- 1.07: Ensures patient safety.
- 1.08: Mentors peers related to patient therapy and/or procedural intervention.
- 2.01: Interprets and decides upon care priorities in emergent situations.
- 2.02: Recognizes and understands indications for patient therapy and/or procedural intervention.
- 2.03: Coordinates the care of the patient therapy.
- 2.04: Manages patients according to best practices including CMS Core Measures, JCAHO Standards, Patient Safety Goals and Sutter Clinical Initiatives.
- 2.05: Recognizes potential complications and implements appropriate interventions.
- 2.06: Educates patient and family regarding disease process and overall management.
- 2.07: Prepares patient and family regarding purpose of the indicated therapy and/or procedural intervention.
- 2.08: Works with patient and family to receive input and answer questions.

Competency: Code Blue - Level 2

Uses the protocols and procedures for cardiopulmonary resuscitation.

- 1.01: Recognizes emergency and intervenes.
- 1.02: Activates facility code blue response.
- 1.03: Uses basic life support techniques to provide immediate resuscitation until team arrives.
- 1.04: Provides coverage for others participating in situation.
- 2.01: Controls the emergent environment.
- 2.02: Provides problem solving during emergency situation.
- 2.03: Monitors adherence to Basic Life Support (BLS) guidelines in resuscitation efforts.
- 2.04: Assures support of family and patient during BLS phase of code blue.
- 2.05: Handles medications, documentation; assists with procedures.
- 2.06: Recognizes changes in patient condition prior to deterioration into code event, assesses changes and seeks interventions to prevent deterioration.
- 2.07: Establishes line placement.

Competency: Cultural Competence/Diversity - Level 1

Applies knowledge of practices and behaviors governing culturally appropriate interactions with all individuals encountered in the work environment. These can be clinical or non-clinical in nature.

- 1.01: Uses appropriate resources to address language/communication barriers.
- 1.02: Treats all employees, medical staff members, patients, visitors and customers with respect, dignity and fairness.
- 1.03: Participates in Cultural Competence and Diversity trainings as assigned.
- 1.04: Aligns individual behavior with organizational diversity and cultural competence values.
- 1.05: Performs job specific competencies in a culturally sensitive manner.

- 1.06: Holds self and peers accountable to uphold the Standards of Behavior/Performance/ Excellence regardless of race ethnicity, culture, religious affiliation, disability, socioeconomic background, education, sexual orientation, marital status, gender, age or position.
- 1.07: Demonstrates awareness of and complies with applicable laws, rules and regulations related to cultural differences.
- 1.08: Supports an inclusive work environment by actively discouraging negative stereotypes, including but not limited to cultural, racial, religious, age, disability, socioeconomic, educational, sexual orientation, marital status, or gender.

Select the Next button to page forward.

Competency: Emergency Management and Disaster Response - Level 1

Participates in the mitigation, preparedness, response, and recovery activities regarding the management of emergencies.

- 1.01: Demonstrates awareness of emergency codes.
- 1.02: Able to state personal role during an emergency event.
- 1.03: Able to state department's role during an event.
- 1.04: Demonstrates awareness of the incident command system used for emergency events.
- 1.05: States the five (5) functional Incident Command System (ICS or HICS) groups and their functions.
- 1.06: ICS / HICS: Specifies the chain of command to obtain supplies and equipment.
- 1.07: Able to recognize a Haz Mat event (incl. Chemical and Bio Terrorism).
- 1.08: Demonstrates knowledge to keep self safe (S) in the event of a Haz Mat event.
- 1.09: Haz Mat: Knows how to isolate the patient or area (I) in case of a Haz Mat event.
- 1.10: Haz Mat: Knows which notifications to make (N).
- 1.11: Participates in emergency management drills / events.

Select the Next button to page forward.

Competency: Equipment and Supplies - Level 1

Applies knowledge of technologies, equipment, and supplies. These can be medical or non-medical in nature.

- 1.01: Identifies major types of technologies, equipment, and supplies used within the service/care function.
- 1.02: Identifies safety considerations and procedures for operators and patients.
- 1.03: Resolves basic equipment problems or malfunctions.
- 1.04: Operates the particular technology, equipment, or supply, and produces relevant reports or output.
- 1.05: Discusses operational issues and considerations for the specific technology, equipment, or supply.
- 1.06: Cognizant of the basic technical infrastructure in the local environment.
- 1.07: Cleans equipment as specified by department standards.

Competency: Health Information Management - Level 1

Ability to document, maintain and process patient information within current legal requirements and privacy laws.

- 1.01: Maintains and enforces patient confidentiality and privacy laws, policies and procedures.
- 1.02: Identifies the steps in initial setup and maintenance of documentation process.
- 1.03: Works with an automated health information application.
- 1.04: Delineates and complies with security and access control processes to protect privacy and information.
- 1.05: Identifies common types of information maintained on patients.
- 1.07: Describes and complies with organization's health information management procedures and policies.
- 1.08: Locates published guidelines and other sources of information on health information keeping. May participate in charge capture, coding and/or billing of procedures and/or diagnoses.

Competency: Healthcare Information Systems - Level 1

Utilizes industry and organization applications and databases that contain medical, patient, and healthcare information.

- 1.01: Identifies health information system applications used within facility.
- 1.02: Describes the type of information maintained in systems.
- 1.03: Specifies key functions addressed by core applications.
- 1.04: Locates relevant documentation and systems support information.
- 1.05: Appropriately utilizes specific systems and applications as they relate to job functions.
- 1.06: Describes the type of information maintained in specific systems and applications.
- 1.07: Defines roles and responsibilities of users, administrators, and systems support staff.

Select the Next button to page forward.

Competency: Implementation of the Nursing Process - Level 1

Assesses, plans, coordinates, implements and evaluates nursing care appropriate to the developmental, physical, cultural, emotional, spiritual and cognitive abilities of the patient.

- 1.01: Determines assessment priorities and initiates thorough or focal assessment based on needs, age, developmental and cognitive level of patient.
- 1.02: Ensures that assessments and reassessments are performed according to facility standards and patient needs.
- 1.03: Takes appropriate action when assessment reveals deviations from patient norm, unusual or life-threatening findings.
- 1.04: Completes the health history with the patient and/or family.
- 1.05: Utilizes gathered data to plan, deliver and evaluate care.
- 1.06: Develops and implements patient plan of care in partnership with the patient and family.
- 1.07: Performs nursing interventions directly or through delegation and evaluates patient response.
- 1.08: Makes appropriate nursing judgments based on assessment and reassessment data.
- 1.09: Evaluates actual outcomes against goals and updates plans of care based on patient progress.
- 1.10: Identifies the patients discharge planning needs and initiates appropriate referrals.
- 1.11: Documents thoroughly and accurately in the patient record according to facility standards.

Competency: Infection Control - Level 2

Utilizes knowledge of patient safety and error prevention and applies appropriate processes and procedures to minimize the spread of infection and disease.

- 1.01: Demonstrates awareness of and applies standard (universal) precautions consistently, and encourages others do to so.
- 1.02: Understands and adheres to facility policies, procedures, and standards regarding infection prevention and control.
- 1.03: Consistently complies with facility policy on transmission-based precautions.
- 2.01: Educates peers and/or patients and families regarding prevention and control of infection.
- 2.02: Demonstrates knowledge of infections and methods to reduce risk of transmission.
- 2.03: May work with Infection Control to establish policies and procedures to reduce the risk of transmission.

Competency: Information Management - Level 1

Ability to manage the flow and content of information following standard procedure.

- 1.01: Generates and reviews information (e.g. reports, results, films, correspondence), recognizes problems and appropriately escalates.
- 1.02: Uses the appropriate mode (e.g. phone, fax, mail, electronic) to disseminate a variety of information to the appropriate party.
- 1.03: Receives a variety of information from internal/external sources, reviews and takes appropriate action.
- 1.04: Receives requests for information and follows established protocol to respond appropriately.
- 1.05: Stores information, documents and records according to standard procedures.
- 1.06: Accurately retrieves and/or compiles data or information upon request, within established timeframes.
- 1.07: May enter information to capture charges for tests, products and/or services.

Competency: Licensing and Accreditation - Level 1

Applies knowledge and understanding of legislation and regulatory bodies to healthcare practices.

- 1.01: Summarizes the laws governing privacy and patient rights.
- 1.02: Adheres to work-related aspects covered by legal, regulatory and accreditation standards and policies.
- 1.03: Implements and monitors adherence to a specific aspect of legislation.
- 1.04: Identifies a specific healthcare policy and relates it to the specific law or regulation.
- 1.05: Recognizes situations or conditions with potential legal, regulatory and accreditation non-compliance and escalates appropriately through the chain of command.
- 1.06: Identifies major federal and state legislation, industry regulatory bodies and accreditation bodies.
- 1.07: Locates additional information regarding relevant legal issues.

Select the Next button to page forward.

Competency: Pain Management - Level 2

Provide for effective pain management appropriate to the developmental, physical, emotional, spiritual, cultural and cognitive abilities and facility Standards.

- 1.01: Utilizes appropriate pain scales.

- 1.02: Documents pain scores, patient history related to pain management, effective alternatives, and any barriers to effective pain management.
- 1.03: Follows basic pharmacological pain management principles.
- 1.04: Utilizes non-pharmacological approaches to pain management.
- 1.05: Recognizes and responds to side effects of pharmacological pain management.
- 1.06: Initiates and monitors the immediate care of patients in pain.
- 1.07: Documents nursing interventions and patient's response to pain on appropriate form.
- 1.08: Reinforces patient and family education on pain management, importance of reporting pain and harmful effects of uncontrolled pain.
- 2.01: Assesses pain on admission and reassesses at appropriate intervals.
- 2.02: Uses knowledge of patient history and barriers to effective pain management in assessing and reassessing patient pain.
- 2.03: Develops non-pharmacologic approaches to pain when appropriate.
- 2.04: Identifies barriers to pain management and intervenes to improve outcomes.
- 2.05: Educates patient and family on pain management, importance of reporting pain and harmful effects of uncontrolled pain.
- 2.06: Assures pain management needs are addressed in discharge plan.
- 2.07: Coordinates pain management to optimize patient activities and therapies.
- 2.08: Utilizes evidence based practice to promote pain management.
- 2.09: Promotes pain management as a patient right.

Competency: Patient Rights - Level 1

Demonstrates knowledge of principles and practices associated with the rights and responsibilities of patients and caregivers.

- 1.01: Locates policies on patient rights, informed consent and advance directives, as applicable to role and scope of responsibilities
- 1.02: Applies key areas covered under patient rights to role and scope of responsibilities.
- 1.03: For those employees working in the acute care setting, demonstrates knowledge of patient rights, informed consent, and advanced directives.

Select the Next button to page forward.

Competency: Patient and Family Centered Care - Level 1

Demonstrates knowledge of and applies principles and practices associated with patient and family centered care.

- 1.01: Is able to define the Sutter Health concept of family.
- 1.02: Locates the written philosophy of care.
- 1.03: Defines 8 core principles of patient and family centered care.
- 1.04: Gives example of Patient and Family centered care solutions from own area.
- 1.05: Demonstrates patient and family centered care principles whenever interacting with patients or hospital guests.
- 1.06: Able to state at least 3 benefits of practicing patient and family centered care to the organization.
- 1.07: Identifies benefits to patients and families.
- 1.08: Understands regulatory agency requirements for patient and family centered care.
- 1.09: Completes assigned trainings(s) on Patient and Family Centered Care in a timely manner.

Competency: Policy, Procedures, and Standards - Level 1

Utilizes industry standards, policies and procedures relevant to function and organization. These can be clinical or non-clinical in nature.

- 1.01: Complies with organizational and professional standards, as well as organizational and departmental policies and procedures.
- 1.02: Identifies common policies, procedures, and standards.
- 1.03: Obtains and reviews documentation and information on standards and their usage.
- 1.04: Applies policy, procedure, and standards documentation.
- 1.05: Identifies areas for improvement and provides feedback to the appropriate personnel.
- 1.06: Contributes to the development and implementation of specific procedures.
- 1.07: Describes control and monitoring mechanisms, tools and techniques.
- 1.08: Complies with appropriate abuse reporting requirements for the reporting of child, elderly, disabled, and other types of suspected abuse as applicable.

Select the Next button to page forward.

Competency: Privacy and Confidentiality - Level 1

Complies with privacy and confidentiality rules, policies, and procedures, including applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA).

- 1.01: Names publications, places or a local resource to refer to for policy and procedure relating to privacy and confidentiality.
- 1.02: Adheres to all aspects of privacy and confidentiality laws, regulations and policies.
- 1.03: Relates implications of privacy laws and regulations to own function.

Select the Next button to page forward.

Competency: Professional Practice - Level 2

Demonstrates role competency by utilizing critical thinking, professional judgement, teamwork and effective communication within scope of practice.

- 1.01: Collaborates with peers and supervisors to assure patient needs are met.
- 1.02: Provides input for patient rounds by communicating patient clinical status, care goals/problems and plans with team.
- 1.03: Communicates a concise, organized and thorough report.
- 1.04: Performs responsibilities to extent of license/certification and job description.
- 1.05: Seeks out educational opportunities/experiences to continually update practice.

- 2.01: Collaborates with peers and supervisors to assure patient and unit needs are met.
- 2.02: Offers assistance to others to assure patient and unit needs are met.
- 2.03: Participates in patient rounds by leading discussions regarding their patients' clinical status, care goals/problems and plans with team.
- 2.04: Communicates a concise, organized and thorough report with caregivers when patient hand offs occur including: anticipated changes, plan of care, short and long term goals, discharge and educational needs.
- 2.05: Assesses need for unit resources, support and assistance, and actively participates for resolution.
- 2.06: Delegates to other care providers to facilitate meeting patients' needs in a timely manner with follow-up to assure desired results.
- 2.07: Seeks out physicians for professional consultation and collaboration to discuss patient care issues.
- 2.08: Functions as a resource/role model for departmental and organizational standards and policies and procedures.
- 2.09: Utilizes the Chain of Command, Rapid Response Team and other resources to assure patient safety.
- 2.10: Communicates any adverse event with supervisor to manage risk to hospital.

Competency: Quality Assurance - Level 1

Demonstrates knowledge and individual behaviors that are aligned with assuring organizational quality.

- 1.01: Recognizes and appropriately reports/escalates deviations, problems, unusual occurrences and unexpected outcomes.
- 1.02: Can describe the organization's approach to performance improvement.
- 1.03: Effectively completes tasks related to quality control and/or process control.
- 1.04: Can describe and, works within, scope of practice and/or position, exercising the appropriate level of authority and responsibility.
- 1.05: Effectively communicates to ensure quality of service, products and/or care.
- 1.06: Effectively organizes, coordinates and prioritizes work to ensure quality of service, products and/or care.

Select the Next button to page forward.

Competency: Safety / Environment of Care - Level 1

Provides a safe work environment to prevent injury to self, patients, visitors, and other workforce members.

- 1.01: Wears Photo I.D. badge in accordance with dress code.
- 1.02: Identifies and reports safety hazards and/or violations, and protects the environment and patient until the situation is resolved.
- 1.03: Removes unsafe equipment from use according to policy.
- 1.04: Reports to appropriate staff any furniture that appears to be in need of repair.
- 1.05: Stores supplies, machines and equipment in their proper places.
- 1.06: Constantly observes working environment for hazards.
- 1.07: Reports immediately all close calls, accidents, and occurrences for patients, visitors and staff.
- 1.08: Uses sound judgment that promotes safety in individual situations.
- 1.09: Observes no smoking policies.
- 1.10: Reduces the risk of patient harm resulting from falls when in a patient care environment.
- 1.11: Reports or cleans spills immediately according to guidelines.
- 1.12: Understands and applies standard safety acronyms and related procedures.
- 1.13: Participates in all mandated environmental safety programs.

- 1.14. Completes assigned safety trainings in a timely fashion.
- 1.15. Reminds others of the importance of a safe environment.
- 1.16. Demonstrates awareness of risk and seeks risk reduction in own work area.
- 1.17. When working with patients, correctly identifies patient with at least two patient identifiers.

Select the Next button to page forward.

Competency: Service and Satisfaction - Level-1

Applies knowledge of practices, behaviors, applicable laws, rules and regulations governing proper conduct.

- 1.01. Complies with ethics as explained in the Sutter Health Standards for Business Conduct.
- 1.02. Adheres to all components of entity-specific Standards of Behavior/Performance/Excellence.
- 1.03. Identifies potential areas of risk and reports them appropriately.
- 1.04. Demonstrates commitment to excellence.
- 1.05. Treats all employees, medical staff members, patients, visitors and customers with respect, dignity and fairness.
- 1.06. Participates in customer (e.g., physician, patient) service efforts, contributing to high customer satisfaction.
- 1.07. Holds self and peers accountable to uphold the Standards of Behavior/Performance/Excellence.
- 1.08. Aligns individual behavior with organizational goals and values.

Select the Next button to page forward.

Principal Accountabilities Rating

■ Instructions

Click on the link below or select the Next button to choose the rating which best describes the overall performance in regards to Principal Accountabilities.

Overall Principal Accountabilities Rating

Please choose the rating which best describes the performance in regards to Principal Accountabilities and then select the Next button to page forward to the next section.

■ Manager's assessment

Rating

Strong Performer

Comments

2014 – 2015 Principle Accountability Metrics

Finance: Exceeds Expectations-15% Weight: Unit Based

☐ Exceeds expectations- To improve the appropriate use of resources and supplies. (GOAL: To meet or reduce supply costs in the care of our patients. This will be measured in summing up the actual expenses versus flex budget on department budget for 2014-15 budgets)

People: Exceeds Expectations- 15% Weight: Unit Based

☐ Exceeds Expectations- Improve our teamwork among departments to improve patient care. (GOAL: This teamwork will be measured by attendance at staff meetings during the coming year from July 2014 – December 2014.)

Quality: Strong Performer- 30% Weight: CLABSI (50%) and BMQI (50%)

☐ Growth needed- Improvement in NICU CLABSI rates.

(0 YTD 2013-2014; 5 YTD 2014-2015)

☐ Exceeds Expectations- Improvement in % of babies <1500gms discharged receiving mother's breast milk.

(2013-2014= 67%; 2014-2015=67%)

Growth: Exceeds Expectations- 20% Weight: Unit Based (50%) and Hospital Based (50%)

☐ Exceeds Expectation- Time of discharge will be 1pm for the majority of our patients (75%). Daily audits will be performed. (2014-2015= 74 %, 2013-2014=75% of discharges at 1pm)

☐ Role Model- Our partnership with our service lines is what defines SMCS as a referral hospital with specialized care across California and the nation. Key to this is the national recognition through the various certifications for care excellence in patient disease populations.

Service = Strong Performer- 20% weight: Hospital (50%) and Unit (50%)

To ensure our patient's experience is complete- reflecting not only our clinical expertise but our compassion and caring.

☐ Growth Needed - Overall Inpatient Patient Satisfaction Scores measured by HCAHPS. (5 to 7 service area domains at National Achievement Threshold)

☐ Exceeds Expectations

NICU Partnership Council Goals- NICU Patient Satisfaction Scores

1) Maintain and/or improve restfulness of NICU setting

2) Improve Responsiveness domain by improving the 'emotional needs' of the family

- 1) Maintain and/or improve restfulness of NICU setting (Increased from 51-74th Percentile Rank to 89th Percentile Rank)
- 2) Improve Responsiveness domain by improving the "emotional needs" of the family (Increased from 51-74th Percentile Rank to 89th Percentile Rank)

Community: N/A (Measured in Personal Metrics)

Overall Rating: Strong Performer

Overall Letter Rating for Principal

R= 3.75-4.0 S

3.1

E=3.25-3.74

S=2.5-3.24

G= 2.49-1.5

Competencies Rating

■ Instructions

Click on the link below or select the Next button to choose the rating which best describes whether or not all competencies were met.

Overall Competencies Rating

1. Choose the rating which best describes whether or not all competencies were met.
2. Use the comment field if the required proficiency level was not met, or if this particular employee's role requires a higher level of proficiency.
3. Indicate the Type of Patient Care Provided in the Additional Information section under the Comments area below.
4. When done, select the Next button to page to the next section.

■ Manager's assessment

Rating

All Competencies Met/New Comp Not Met - No deduction

Comments

Meets expectations

■ Additional Information

Type of Patient Care Provided

☒ Direct Care

Performance Goals (if applicable)

■ Instructions

It is not mandatory for Non-Exempt employees to use the Goal plan; however, if the employee being evaluated had goals in their plan.

1. Click on the link below or select the Next button to choose a rating which best reflects the extent to which those goals have or have not been achieved.
2. To view the employee's goal plan, save the review, click the drop down arrow in the Module section above and choose Goal Plan.

Performance Goals Rating (if applicable)

It is not mandatory for Non-Exempt employees to use the Goal plan; however, if the employee being evaluated had goals in their plan, select a rating which best reflects the extent to which those goals have or have not been achieved.

1. To view the employee's goal plan, save the review, click the drop down arrow in the Module section above and choose Goal Plan.
2. If the goal plan was not used, click the box next to Not Applicable. When done, select the Next button to page to the next section.

■ Manager's assessment

Rating

Not Applicable

Comments

No comments entered

How Results Were Achieved

■ Instructions

Click on each behavior listed below or select the Next button to choose a rating from the drop down menu. Please provide specific examples to support the rating in the comment fields.

Excellence & Quality

- Demonstrates ability to assess a situation, consider options and choose an appropriate course of action. Utilizes appropriate resources to effectively resolve the issue.
 - Proactively identifies vs. reacts to problems/issues.
 - When appropriate, seeks guidance and direction to complete tasks, including asking appropriate questions and seeking needed clarification.
 - Consistently produces error-free work with appropriate level of supervision, even when quantity increases.
 - Identifies new/different ways to improve upon how things are done and takes appropriate action to make it happen.
 - Actively participates in quality improvement initiatives/activities in unit/department/entity, including bringing out of date policies and procedures to supervisor's attention.
 - Communicates with others (both internal and external) in a positive and effective manner.
 - Meets timelines and deadlines, effectively balancing priorities even in the face of high volume or emergency situations.
- Select the Next button to page forward.

■ Manager's assessment

Rating

Exceeds Expectations

Comments

(b) (6), (b) (7)(C) is a compassionate and caring person, and has a soft spoken communication style. (b) (6), (b) (7)(C) is non-judgmental of others, doesn't gossip, and treats everyone with respect. (b) (6), (b) (7)(C) is encouraging of others, and always provides student nurses optimal learning experiences when they are assigned to (b) (6), (b) (7)(C), as well as supportive of travelers and float personnel working. (b) (6), (b) (7)(C) is a gifted teacher, demonstrating active listening skills, and patience as (b) (6), (b) (7)(C) helps students or parents to learn. (b) (6), (b) (7)(C) completes PSRs appropriately.

(b) (6), (b) (7)(C) meets all time lines and deadlines and manages (b) (6), (b) (7)(C) Kronos time card well. (b) (6), (b) (7)(C) is eager to work more consistently in (b) (6), (b) (7)(C) rather than in (b) (6), (b) (7)(C), and has had opportunities this past year, as example, managed (b) (6), (b) (7)(C), and done well. (b) (6), (b) (7)(C) is encouraged to select primary patients who are anticipated to need (b) (6), (b) (7)(C) care for awhile, which will provide (b) (6), (b) (7)(C) more opportunity to be care for a variety of more acute patients. (b) (6), (b) (7)(C) attends staff meetings regularly, and stays on top of changes in process or expectations in (b) (6), (b) (7)(C) and with Sutter Health. Excited about the implementation of the electronic medical record, (b) (6), (b) (7)(C) volunteered to become (b) (6), (b) (7)(C). Though not selected, we appreciate (b) (6), (b) (7)(C) enthusiasm to help our unit change how we document cares and provided treatments safely as we roll out EPIC on move day (August 8th). (b) (6), (b) (7)(C) has been interested in becoming (b) (6), (b) (7)(C) and is encouraged to apply for this new role which is finally being realized soon in our dynamic (b) (6), (b) (7)(C).

Compassion & Caring

- Demonstrates excellent customer service skills, including handling customer needs in a competent and knowledgeable manner, responding promptly to needs and questions.
 - Takes personal ownership of issues (e.g. Customer Service, Operational), seeing them through to resolution. Solves the problem or takes it to appropriate person for resolution.
 - Demonstrates appropriate work behaviors that are sensitive to the work environment, including talking softly in patient care and support areas and acknowledging patients/visitors promptly.
 - Demonstrates professionalism when faced with situations requiring conflict resolution (includes other Sutter employees/departments, MDs, patients, patient family, visitors, etc.) - listens to problem/issue, responds calmly and positively, and seeks to resolve situation in non-defensive manner.
- Select the Next button to page forward.

■ Manager's assessment

Rating

Exceeds Expectations

Comments

(b) (6), (b) (7)(C) is soft spoken and has an easy way about (b) (6), (b) (7)(C), making parents feel very welcome at (b) (6), (b) (7)(C) bedside. (b) (6), (b) (7)(C) introduces (b) (6), (b) (7)(C) listens to their questions, and provides a complete update on their loved one's cares and the plan of care. (b) (6), (b) (7)(C) is highly supportive of (b) (6), (b) (7)(C) at any opportunity. (b) (6), (b) (7)(C) is a long supporter of patient/family centered care and willing takes on the role of (b) (6), (b) (7)(C) nurse to patients and their families. (b) (6), (b) (7)(C) was (b) (6), (b) (7)(C) for 4 patients this past year. Feedback during a Discharge Phone Call, a parent shared (b) (6), (b) (7)(C) was "the best!", appreciating the time and care (b) (6), (b) (7)(C) provided (b) (6), (b) (7)(C) and in helping to guide them to a successful transition from hospital to home. (Great job, (b) (6), (b) (7)(C) !)

I wish to thank (b) (6), (b) (7)(C) for becoming (b) (6), (b) (7)(C) of parents who were having a very challenging time having (b) (6), (b) (7)(C). They didn't want to trust anyone and at times felt like they were being judged by others. Management asked (b) (6), (b) (7)(C) if (b) (6), (b) (7)(C) would be one of select nurses to provide consistency of care for this family. (b) (6), (b) (7)(C) agreed and after caring for them, and put herself down to be (b) (6), (b) (7)(C) nurse for them. When this family left with their (b) (6), (b) (7)(C) a month later, they shared how much they appreciated the care they received and that their (b) (6), (b) (7)(C) nurses were wonderful! (b) (6), (b) (7)(C) helped turn this experience around for this young family, and it reflects who (b) (6), (b) (7)(C) is, and (b) (6), (b) (7)(C) commitment to our patients and families. (Thank you (b) (6), (b) (7)(C) !)

Honesty & Integrity

- Protects confidential information including patient, organization, and employee information. Does not discuss confidential information with or in front of anyone - including other employees, patients, friends, family, business or social acquaintances, customers, suppliers or others - unless appropriate procedures to release information have been followed or the individual is in a recognized "need to know" role.
 - Recognizes and takes accountability for personal actions or inaction. Fully tells/discloses information to appropriate individuals.
 - Appropriately creates and/or handles documents and records, maintaining the integrity of information and confidentiality.
- Select the Next button to page forward.

■ Manager's assessment

Rating

Strong Performer

Comments

Honesty and Integrity:

Handles all personal patient information with utmost integrity, disclosing only information as needed and is appropriate. Is mindful of confidential nature of our families, the circumstances surrounding their baby, and respects their need for privacy. Is non judgmental of others.

Teamwork

- Willingly accepts work direction from supervisor and appropriate team members.
 - Supports new processes, procedures, other changes in work methods.
 - Maintains positive and cooperative relationships within own work team and all other departments, shifts, and other Sutter Health entities. Positively interacts with others with different skills, abilities, and backgrounds.
 - Seeks others' ideas and opinions.
 - Notices when other employees are under pressure to complete work or are experiencing other difficulties and offers to lend a hand to help them.
 - Amount of work completed meets or exceeds job standards. Consistently carries fair share of the work.
 - Demonstrates flexibility: Willingly accepts work assignments that are not primary accountabilities; willingly takes on extra work; is flexible with work location, department, unit, shift assignment and necessary changes in processes and workflow.
 - Exhibits flexibility to changing conditions and workflows. Understands and accepts that sometimes change results in more work or relearning of processes, procedures and work methods.
 - Proactively seeks training and development to learn new technology/equipment/techniques, etc.
 - Cross-trains and/or shares acquired knowledge, skills, techniques, etc. with peers to strengthen the team.
 - Stays current regarding employee communications and organization/facility/department issues.
 - Demonstrates effective time management skills, including attending to personal business on own time.
 - Does not let personal issues disrupt work environment.
- Select the Next button to page forward.

■ Manager's assessment

Rating

Strong Performer

Comments

(b) (6), (b) (7)(C) arrives to work on-time and willingly accepts (b) (6), (b) (7)(C) assignments. (b) (6), (b) (7)(C) has had more opportunities working in (b) (6), (b) (7)(C) area of this unit this past year, and is excited to be able to do this more frequently when we move to the new facility, and move from ward-like patient care rooms to rooms with 4 patients only in them.

(b) (6), (b) (7)(C) offers a helping hand to those in need in the room (b) (6), (b) (7)(C) is working, and always engages others respectfully and with dignity.

(b) (6), (b) (7)(C) will seek out resource personnel when (b) (6), (b) (7)(C) has a need or question, and keeps (b) (6), (b) (7)(C) updated of changes in the patient's condition or when (b) (6), (b) (7)(C) has a concern. (b) (6), (b) (7)(C) works well with all members of (b) (6), (b) (7)(C) as they identify and work collaboratively to meet the needs of patient and family. (b) (6), (b) (7)(C) is detailed and ensures all components and orders are completed before the patient is discharged, ensuring parents are comfortable in their knowledge and ability to safely care for (b) (6), (b) (7)(C). Provides concise and detailed report to the oncoming shift, as well as notifies the (b) (6), (b) (7)(C) nurse when (b) (6), (b) (7)(C) patients will be needing a special test or procedure (such as MRI, surgery, or PICC linen placement), which is appreciated.

Community

- Positively represents and supports the organization when talking to others within the organization (including within the department/entity and among other employees) and to others, such as vendors, patients, guests, and visitors.
- Supports our not-for-profit mission and the community benefit programs, services and activities sponsored by the organization.

Select the Next button to page forward.

■ Manager's assessment

Rating

Strong Performer

Comments

Represents Sutter Health as (b) (6), (b) (7)(C) demonstrates the Standards of Excellence in all (b) (6), (b) (7)(C) does.

Universal Requirements

■ Instructions

Click on the link below or select Next to rate the Universal Requirements.

Universal Requirements

Review the Universal Requirements below and rate whether or not they were met. If a requirement was not met please document in the Comment field below along with any Required Licensure and Continuing Education information.

- New Employee Requirements (if applicable), including General/Department Orientation and Completion of all New Hire Requirements
 - Completes annual Purified Protein Derivative (PPD) Testing (if applicable)
 - Environment of Care (Safety) Training (if applicable), including: Injury/Illness Prevention, Electrical Safety, Fire Procedures, Infection Control/Exposure Control, Hazard Communication, Disaster & Emergency Procedures, Hazardous Waste Disposal
 - Actively demonstrates and adheres to service excellence/Sutter Difference Standards
 - Completes Standards of Business Conduct/Compliance Training
 - Records time in accordance with the Policy
 - Complies with Attendance Policy
 - Complies with Dress Code
 - Maintains a working knowledge of and adheres to organization, department and professional standards, policies, procedures and protocols
 - List any Required Licensure, Certification and/or Registration and Other Position/Department Specific Required Training in the Comment field below
 - Document all Continuing Education in the Comment field below
- Select the Next button to page forward.

■ Manager's assessment

Rating

Yes, Met Requirements

Comments

Universal Requirements

RN License- Active and Current

CPR and NRP- Current

(b) (6), (b) (7)(C) is encouraged to apply for Clinical Ladder in the coming year.

History

Date/Time Jun 17, 2015, 6:51 PM	Event Review Closed	Details The review has been closed.	By System User
Date/Time Jun 17, 2015, 6:51 PM	Event Review Acknowledged	Details The review has been acknowledged.	By (b) (6), (b) (7)(C)
Date/Time Jun 17, 2015, 6:49 PM	Event Review Acknowledgement Requested	Details An acknowledgement has been requested for the review.	By (b) (6), (b) (7)(C)
Date/Time Jun 17, 2015, 6:48 PM	Event Review Released	Details The review has been released.	By (b) (6), (b) (7)(C)
Date/Time Jun 8, 2015, 9:28 AM	Event Review Approved	Details The review has been approved.	By (b) (6), (b) (7)(C)

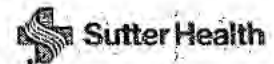
Comments

(b) (6), (b) (7)(C). You do a very nice job teaching our families and preparing them for discharge. You are also willing to do discharge phone calls whenever we ask, and do a wonderful following up with our families. Thank you for all you do for our patients and our families. I am excited to begin our next chapter together at our new (b) (6), (b) (7)(C)

Date/Time Jun 6, 2015, 1:53 PM	Event Review Under Approval	Details The review is under approval.	By System User
Date/Time Jun 6, 2015, 1:53 PM	Event Review Completed	Details The review has been completed.	By (b) (6), (b) (7)(C)
Date/Time Jun 6, 2015, 1:26 PM	Event Review Overall Rating Assigned	Details The review rating for overall is set to "Strong Performer".	By (b) (6), (b) (7)(C)
Date/Time Jun 6, 2015, 1:26 PM	Event Review Overall Rating Assigned	Details The review rating for overall is set to "Strong Performer".	By (b) (6), (b) (7)(C)
Date/Time May 18, 2015, 12:55 PM	Event Review Section Rating Assigned	Details The review section rating for Competencies Rating is set to "All Competencies Met/New Comp Not Met - No deduction".	By (b) (6), (b) (7)(C)
Date/Time May 18, 2015, 12:55 PM	Event Review Section Rating Assigned	Details The review section rating for Universal Requirements is set to "Yes, Met Requirements".	By (b) (6), (b) (7)(C)
Date/Time May 18, 2015, 12:55 PM	Event Review Section Rating Assigned	Details The review section rating for Competencies Rating is set to "All Competencies	By (b) (6), (b) (7)(C)

Date/Time May 18, 2015, 12:55 PM	Event Review Section Rating Assigned	Met/New Comp Not Met - No deduction". Details The review section rating for Universal Requirements is set to "Yes, Met Requirements".	By (b) (6), (b) (7)(C)
Date/Time May 18, 2015, 11:25 AM	Event Review Section Rating Assigned	Details The review section rating for Principal Accountabilities Rating is set to "Strong Performer".	By (b) (6), (b) (7)(C)
Date/Time May 18, 2015, 11:25 AM	Event Review Section Rating Assigned	Details The review section rating for Principal Accountabilities Rating is set to "Strong Performer".	By (b) (6), (b) (7)(C)
Date/Time Apr 1, 2015, 12:00 AM	Event Review Assigned	Details The review has been assigned.	By System User
Date/Time Mar 31, 2015, 9:07 PM	Event Review Created	Details The review has been created.	By System User

Performance Review



2013-2014 Non-Exempt Performance Review 1.1

From Jun 1, 2013 to May 31, 2014

Employee: (b) (6), (b) (7)(C)

Manager: (b) (6), (b) (7)(C)

Overview

Status: Closed

Author: (b) (6), (b) (7)(C)

Step: N/A

Step Due Date: N/A

■ Final Comments

Manager's assessment
No comments entered

■ Acknowledgement Comments

Manager's assessment
No comments entered

Employee's self-assessment
No comments entered

■ Instructions

PLEASE READ BEFORE YOU PROCEED

Supervisor

1. Click the Access the Review button to begin the supervisor assessment.
2. Click the Next and Previous buttons to move through the review page by page.
3. Review the instructions on the first page of each section to understand what needs to be completed.
4. Enter ratings and comments on each page, as needed.
5. Click the Send to One Up for Approval button to submit the review for approval.
6. Once approved, meet with employee to review the evaluation.
7. Click the Send for Acknowledgement button to send the review to the employee for acknowledgement and completion.

One Up

1. Upon receipt of the review from the supervisor, click the Approve/Send Back for Edits button.
2. If desired, enter a comment to include as part of the permanent record.
3. Click the Approve button to approve the review or click Reject to send it back to the supervisor for edits.

Reminder: All comments become part of the permanent document, as entered. Comments are viewable by all authorized users and cannot be removed.

Rating Options:

- Improvement Required = Does not meet expectations. Significant/sustained improvement required immediately.
- Growth Needed in Some Areas = Meets expectations in most areas. Development needed in some areas.
- Strong Performer = Consistently meets all expectations. May exceed expectations in focused areas.
- Exceeds Expectations = Consistently exceeds majority of expectations. May be role model in several areas.
- Role Model = Far exceeds all expectations. Serves as a role model in all aspects of job performance, achieving highest levels of performance in both what was achieved and how results were achieved.

For additional rating description details click [here](#). Access the MyPSDP site for training documents at the MyPSDP Training Documents page or access training session information at the MyPSDP Training Sessions page. Please note, you must be logged into the Sutter network to access these links.

■ Overall Summary

Instructions

1. The rating which best reflects overall performance has been calculated for your review, however, you can override that rating if necessary. Selecting a different rating other than the calculated rating should be by exception only and needs to be documented in the comment field below.
2. If you would like to add Development Activities, save the review and click the drop down arrow in the Module section above and choose Development Plan.

Section	Overall Rating (Manager's assessment)
DEFINITIONS ONLY: What was Achieved - Principal Accountabilities and Competencies (INFORMATIONAL - NO RATINGS IN THIS SECTION) Principal Accountabilities Rating Competencies Rating Performance Goals (if applicable) How Results Were Achieved Universal Requirements	Exceeds Expectations All Competencies Met/New Comp Not Met - No deduction Not Applicable Yes, Met Requirements Strong Performer

Comments

(b) (6), (b) (7)(C) is a respected and valued member of (b) (6), (b) (7)(C) has made and maintained good working relationships over the past (b) (6) years. (b) (6), (b) (7)(C) contributions during Discharge phone calls contributes to the overall success of the unit. Clinically, (b) (6), (b) (7)(C) has established goals for (b) (6), (b) (7)(C) in preparation for the move to the new WCC hospital and is supported by management in (b) (6), (b) (7)(C) endeavor to meet them. It is expected (b) (6), (b) (7)(C) will meet all expectations and deadlines in the coming year as well.

(b) (6), (b) (7)(C) is friendly, helpful to others, and family friendly. It is always a pleasure working with (b) (6), (b) (7)(C).

DEFINITIONS ONLY: What was Achieved - Principal Accountabilities and Competencies (INFORMATIONAL - NO RATINGS IN THIS SECTION)

■ Instructions

INFORMATIONAL ONLY - NO RATINGS IN THIS SECTION.

This section is informational only; you can use this section to review the Principal Accountabilities and Competencies and rate accordingly in the next section.

1. Click on the links below or select the Next button to page through and view each Principal Accountability and the proficiency level definitions for each Competency.
2. To add a Competency from the library click on the Manage Section Items link below.

Accountability: Community - Promotes a positive relationship between Sutter Health and the community.

Community - Promotes a positive relationship between Sutter Health and the community.

Accountability: Finance - Utilizes resources to deliver quality care in a safe, efficient, and cost-effective manner.

Finance - Utilizes resources to deliver quality care in a safe, efficient, and cost-effective manner.

Accountability: Growth - Actively manages patient/family plan of care throughout the hospitalization to achieve optimal transition and progression toward discharge for patient/family.

Growth - Actively manages patient/family plan of care throughout the hospitalization to achieve optimal transition and progression toward discharge for patient/family.

Accountability: People - Coordinates the activities of the health care team in a professional manner according to the Standards of Excellence promoting a positive work environment.

People - Coordinates the activities of the health care team in a professional manner according to the Standards of Excellence promoting a positive work environment.

Accountability: Quality - Provides optimal care to patients' and family which is collaborative, evidence based and meets national/facility standards to achieve the best possible outcome.

Quality - Provides optimal care to patients' and family which is collaborative, evidence based and meets national/facility standards to achieve the best possible outcome.

Accountability: Service - Cares for patient/family according to the Sutter Difference Standards and activities ensuring the best patient/family experience.

Service - Cares for patient/family according to the Sutter Difference Standards and activities ensuring the best patient/family experience.

Competency: Age Specific Care - General - Level 1

Uses age-specific developmental principles when providing care and other health related services for patients.

1.01: Identifies the physical and developmental age of population to whom care is being provided.

1.02: Identifies the physical, intellectual, and developmental characteristics of the population to whom care is being provided.

- 1.03: Recognizes suspected abuse or neglect and reports appropriately.
- 1.04: Provides a safe environment based on patient's age and developmental level.
- 1.05: Implements care, interventions and/or work procedures required, based on the patient's age and developmental level.
- 1.06: Involves family in care as patient's age, developmental level and wishes dictate.
- 1.07: Utilizes techniques to de-stress patient from treatment/hospitalization as appropriate for patient's age and developmental level.
- 1.08: Assesses pain using age-specific indicators.
- 1.09: Identifies developmental and social needs of patient at appropriate age levels.

Competency: Clinical Management of Patients (Licensed Professionals) - Level 2

Demonstrates safety, proficiency, consideration for patients developmental, physical, emotional, spiritual, cultural and cognitive level as well as knowledge of technical functions required in the accomplishment of patient care activities, including: all types of patient care equipment, medication administration, IV management, including administration of blood/blood products, specimen collection, mobility/immobility issues, and computerized cl

- 1.01: Understands indications for patient therapy and/or procedural intervention.
- 1.02: Implements appropriate patient care interventions as directed within scope of practice.
- 1.03: Demonstrates proficiency in equipment set-up, operation and troubleshooting appropriate to the patient population.
- 1.04: Recognizes abnormal findings and takes appropriate actions.
- 1.05: Gathers clinical data according to patient care standards.
- 1.06: Reinforces patient and family education.
- 1.07: Ensures patient safety.
- 1.08: Mentors peers related to patient therapy and/or procedural intervention.
- 2.01: Interprets and decides upon care priorities in emergent situations.
- 2.02: Recognizes and understands indications for patient therapy and/or procedural intervention.
- 2.03: Coordinates the care of the patient therapy.
- 2.04: Manages patients according to best practices including CMS Core Measures, JCAHO Standards, Patient Safety Goals and Sutter Clinical Initiatives.
- 2.05: Recognizes potential complications and implements appropriate interventions.
- 2.06: Educates patient and family regarding disease process and overall management.
- 2.07: Prepares patient and family regarding purpose of the indicated therapy and/or procedural intervention.
- 2.08: Works with patient and family to receive input and answer questions.

Competency: Code Blue - Level 2

Uses the protocols and procedures for cardiopulmonary resuscitation.

- 1.01: Recognizes emergency and intervenes.
- 1.02: Activates facility code blue response.
- 1.03: Uses basic life support techniques to provide immediate resuscitation until team arrives.
- 1.04: Provides coverage for others participating in situation.
- 2.01: Controls the emergent environment.
- 2.02: Provides problem solving during emergency situation.
- 2.03: Monitors adherence to Basic Life Support (BLS) guidelines in resuscitation efforts.
- 2.04: Assures support of family and patient during BLS phase of code blue.
- 2.05: Handles medications, documentation; assists with procedures.
- 2.06: Recognizes changes in patient condition prior to deterioration into code event, assesses changes and seeks interventions to prevent deterioration.
- 2.07: Establishes line placement.

Competency: Cultural Competence/Diversity - Level 1

Applies knowledge of practices and behaviors governing culturally appropriate interactions with all individuals encountered in the work environment. These can be clinical or non-clinical in nature.

- 1.01: Uses appropriate resources to address language/communication barriers.
- 1.02: Treats all employees, medical staff members, patients, visitors and customers with respect, dignity and fairness.
- 1.03: Participates in Cultural Competence and Diversity trainings as assigned.
- 1.04: Aligns individual behavior with organizational diversity and cultural competence values.
- 1.05: Performs job specific competencies in a culturally sensitive manner.
- 1.06: Holds self and peers accountable to uphold the Standards of Behavior/Performance/ Excellence regardless of race ethnicity, culture, religious affiliation, disability, socioeconomic background, education, sexual orientation, marital status, gender, age or position.

1.07: Demonstrates awareness of and complies with applicable laws, rules and regulations related to cultural differences.

1.08: Supports an inclusive work environment by actively discouraging negative stereotypes, including but not limited to cultural, racial, religious, age, disability, socioeconomic, educational, sexual orientation, marital status, or gender.

Select the Next button to page forward.

Competency: Emergency Management and Disaster Response - Level 1

Participates in the mitigation, preparedness, response, and recovery activities regarding the management of emergencies.

1.01: Demonstrates awareness of emergency codes.

1.02: Able to state personal role during an emergency event.

1.03: Able to state department's role during an event.

1.04: Demonstrates awareness of the incident command system used for emergency events.

1.05: States the five (5) functional Incident Command System (ICS or HICS) groups and their functions.

1.06: ICS / HICS: Specifies the chain of command to obtain supplies and equipment.

1.07: Able to recognize a Haz Mat event (incl. Chemical and Bio Terrorism).

1.08: Demonstrates knowledge to keep self safe (S) in the event of a Haz Mat event.

1.09: Haz Mat: Knows how to isolate the patient or area (I) in case of a Haz Mat event.

1.10: Haz Mat: Knows which notifications to make (N).

1.11: Participates in emergency management drills / events.

Select the Next button to page forward.

Competency: Equipment and Supplies - Level 1

Applies knowledge of technologies, equipment, and supplies. These can be medical or non-medical in nature.

1.01: Identifies major types of technologies, equipment, and supplies used within the service/care function.

1.02: Identifies safety considerations and procedures for operators and patients.

1.03: Resolves basic equipment problems or malfunctions.

1.04: Operates the particular technology, equipment, or supply, and produces relevant reports or output.

1.05: Discusses operational issues and considerations for the specific technology, equipment, or supply.

1.06: Cognizant of the basic technical infrastructure in the local environment.

1.07: Cleans equipment as specified by department standards.

Competency: Health Information Management - Level 1

Ability to document, maintain and process patient information within current legal requirements and privacy laws.

1.01: Maintains and enforces patient confidentiality and privacy laws, policies and procedures.

1.02: Identifies the steps in initial setup and maintenance of documentation process.

1.03: Works with an automated health information application.

1.04: Delineates and complies with security and access control processes to protect privacy and information.

1.05: Identifies common types of information maintained on patients.

1.07: Describes and complies with organization's health information management procedures and policies.

1.08: Locates published guidelines and other sources of information on health information keeping. May participate in charge capture, coding and/or billing of procedures and/or diagnoses.

Competency: Healthcare Information Systems - Level 1

Utilizes industry and organization applications and databases that contain medical, patient, and healthcare information.

1.01: Identifies health information system applications used within facility.

1.02: Describes the type of information maintained in systems.

1.03: Specifies key functions addressed by core applications.

1.04: Locates relevant documentation and systems support information.

1.05: Appropriately utilizes specific systems and applications as they relate to job functions.

1.06: Describes the type of information maintained in specific systems and applications.

1.07: Defines roles and responsibilities of users, administrators, and systems support staff.

Select the Next button to page forward.

Competency: Implementation of the Nursing Process - Level 1

Assesses, plans, coordinates, implements and evaluates nursing care appropriate to the developmental, physical, cultural, emotional, spiritual and cognitive abilities of the patient.

- 1.01: Determines assessment priorities and initiates thorough or focal assessment based on needs, age, developmental and cognitive level of patient.
- 1.02: Ensures that assessments and reassessments are performed according to facility standards and patient needs.
- 1.03: Takes appropriate action when assessment reveals deviations from patient norm, unusual or life-threatening findings.
- 1.04: Completes the health history with the patient and/or family.
- 1.05: Utilizes gathered data to plan, deliver and evaluate care.
- 1.06: Develops and implements patient plan of care in partnership with the patient and family.
- 1.07: Performs nursing interventions directly or through delegation and evaluates patient response.
- 1.08: Makes appropriate nursing judgments based on assessment and reassessment data.
- 1.09: Evaluates actual outcomes against goals and updates plans of care based on patient progress.
- 1.10: Identifies the patients discharge planning needs and initiates appropriate referrals.
- 1.11: Documents thoroughly and accurately in the patient record according to facility standards.

Competency: Infection Control - Level 2

Utilizes knowledge of patient safety and error prevention and applies appropriate processes and procedures to minimize the spread of infection and disease.

- 1.01: Demonstrates awareness of and applies standard (universal) precautions consistently, and encourages others do to so.
- 1.02: Understands and adheres to facility policies, procedures, and standards regarding infection prevention and control.
- 1.03: Consistently complies with facility policy on transmission-based precautions.
- 2.01: Educates peers and/or patients and families regarding prevention and control of infection.
- 2.02: Demonstrates knowledge of infections and methods to reduce risk of transmission.
- 2.03: May work with Infection Control to establish policies and procedures to reduce the risk of transmission.

Competency: Information Management - Level 1

Ability to manage the flow and content of information following standard procedure.

- 1.01: Generates and reviews information (e.g. reports, results, films, correspondence), recognizes problems and appropriately escalates.
- 1.02: Uses the appropriate mode (e.g. phone, fax, mail, electronic) to disseminate a variety of information to the appropriate party.
- 1.03: Receives a variety of information from internal/external sources, reviews and takes appropriate action.
- 1.04: Receives requests for information and follows established protocol to respond appropriately.
- 1.05: Stores information, documents and records according to standard procedures.
- 1.06: Accurately retrieves and/or compiles data or information upon request, within established timeframes.
- 1.07: May enter information to capture charges for tests, products and/or services.

Competency: Licensing and Accreditation - Level 1

Applies knowledge and understanding of legislation and regulatory bodies to healthcare practices.

- 1.01: Summarizes the laws governing privacy and patient rights.
- 1.02: Adheres to work-related aspects covered by legal, regulatory and accreditation standards and policies.
- 1.03: Implements and monitors adherence to a specific aspect of legislation.
- 1.04: Identifies a specific healthcare policy and relates it to the specific law or regulation.
- 1.05: Recognizes situations or conditions with potential legal, regulatory and accreditation non-compliance and escalates appropriately through the chain of command.
- 1.06: Identifies major federal and state legislation, industry regulatory bodies and accreditation bodies.
- 1.07: Locates additional information regarding relevant legal issues.

Select the Next button to page forward.

Competency: Pain Management - Level 2

Provide for effective pain management appropriate to the developmental, physical, emotional, spiritual, cultural and cognitive abilities and facility Standards.

- 1.01: Utilizes appropriate pain scales.
- 1.02: Documents pain scores, patient history related to pain management, effective alternatives, and any barriers to effective pain management.
- 1.03: Follows basic pharmacological pain management principles.
- 1.04: Utilizes non-pharmacological approaches to pain management.
- 1.05: Recognizes and responds to side effects of pharmacological pain management.

- 1.06: Initiates and monitors the immediate care of patients in pain.
- 1.07: Documents nursing interventions and patient's response to pain on appropriate form.
- 1.08: Reinforces patient and family education on pain management, importance of reporting pain and harmful effects of uncontrolled pain.
- 2.01: Assesses pain on admission and reassesses at appropriate intervals.
- 2.02: Uses knowledge of patient history and barriers to effective pain management in assessing and reassessing patient pain.
- 2.03: Develops non-pharmacologic approaches to pain when appropriate.
- 2.04: Identifies barriers to pain management and intervenes to improve outcomes.
- 2.05: Educates patient and family on pain management, importance of reporting pain and harmful effects of uncontrolled pain.
- 2.06: Assures pain management needs are addressed in discharge plan.
- 2.07: Coordinates pain management to optimize patient activities and therapies.
- 2.08: Utilizes evidence based practice to promote pain management.
- 2.09: Promotes pain management as a patient right.

Competency: Patient Rights - Level 1

Demonstrates knowledge of principles and practices associated with the rights and responsibilities of patients and caregivers.

- 1.01: Locates policies on patient rights, informed consent and advance directives, as applicable to role and scope of responsibilities
- 1.02: Applies key areas covered under patient rights to role and scope of responsibilities.
- 1.03: For those employees working in the acute care setting, demonstrates knowledge of patient rights, informed consent, and advanced directives.

Select the Next button to page forward.

Competency: Patient and Family Centered Care - Level 1

Demonstrates knowledge of and applies principles and practices associated with patient and family centered care.

- 1.01: Is able to define the Sutter Health concept of family.
- 1.02: Locates the written philosophy of care.
- 1.03: Defines 8 core principles of patient and family centered care.
- 1.04: Gives example of Patient and Family centered care solutions from own area.
- 1.05: Demonstrates patient and family centered care principles whenever interacting with patients or hospital guests.
- 1.06: Able to state at least 3 benefits of practicing patient and family centered care to the organization.
- 1.07: Identifies benefits to patients and families.
- 1.08: Understands regulatory agency requirements for patient and family centered care.
- 1.09: Completes assigned trainings(s) on Patient and Family Centered Care in a timely manner.

Competency: Policy, Procedures, and Standards - Level 1

Utilizes industry standards, policies and procedures relevant to function and organization. These can be clinical or non-clinical in nature.

- 1.01: Complies with organizational and professional standards, as well as organizational and departmental policies and procedures.
- 1.02: Identifies common policies, procedures, and standards.
- 1.03: Obtains and reviews documentation and information on standards and their usage.
- 1.04: Applies policy, procedure, and standards documentation.
- 1.05: Identifies areas for improvement and provides feedback to the appropriate personnel.
- 1.06: Contributes to the development and implementation of specific procedures.
- 1.07: Describes control and monitoring mechanisms, tools and techniques.
- 1.08: Complies with appropriate abuse reporting requirements for the reporting of child, elderly, disabled, and other types of suspected abuse as applicable.

Select the Next button to page forward.

Competency: Privacy and Confidentiality - Level 1

Complies with privacy and confidentiality rules, policies, and procedures, including applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA).

- 1.01: Names publications, places or a local resource to refer to for policy and procedure relating to privacy and confidentiality.
- 1.02: Adheres to all aspects of privacy and confidentiality laws, regulations and policies.

1.03: Relates implications of privacy laws and regulations to own function.

Select the Next button to page forward.

Competency: Professional Practice - Level 2

Demonstrates role competency by utilizing critical thinking, professional judgement, teamwork and effective communication within scope of practice.

1.01: Collaborates with peers and supervisors to assure patient needs are met.

1.02: Provides input for patient rounds by communicating patient clinical status, care goals/problems and plans with team.

1.03: Communicates a concise, organized and thorough report.

1.04: Performs responsibilities to extent of license/certification and job description.

1.05: Seeks out educational opportunities/experiences to continually update practice.

2.01: Collaborates with peers and supervisors to assure patient and unit needs are met.

2.02: Offers assistance to others to assure patient and unit needs are met.

2.03: Participates in patient rounds by leading discussions regarding their patients' clinical status, care goals/problems and plans with team.

2.04: Communicates a concise, organized and thorough report with caregivers when patient hand offs occur including: anticipated changes, plan of care, short and long term goals, discharge and educational needs.

2.05: Assesses need for unit resources, support and assistance, and actively participates for resolution.

2.06: Delegates to other care providers to facilitate meeting patients' needs in a timely manner with follow-up to assure desired results.

2.07: Seeks out physicians for professional consultation and collaboration to discuss patient care issues.

2.08: Functions as a resource/role model for departmental and organizational standards and policies and procedures.

2.09: Utilizes the Chain of Command, Rapid Response Team and other resources to assure patient safety.

2.10: Communicates any adverse event with supervisor to manage risk to hospital.

Competency: Quality Assurance - Level 1

Demonstrates knowledge and individual behaviors that are aligned with assuring organizational quality.

1.01: Recognizes and appropriately reports/escalates deviations, problems, unusual occurrences and unexpected outcomes.

1.02: Can describe the organization's approach to performance improvement.

1.03: Effectively completes tasks related to quality control and/or process control.

1.04: Can describe and, works within, scope of practice and/or position, exercising the appropriate level of authority and responsibility.

1.05: Effectively communicates to ensure quality of service, products and/or care.

1.06: Effectively organizes, coordinates and prioritizes work to ensure quality of service, products and/or care.

Select the Next button to page forward.

Competency: Safety / Environment of Care - Level 1

Provides a safe work environment to prevent injury to self, patients, visitors, and other workforce members.

1.01: Wears Photo I.D. badge in accordance with dress code.

1.02: Identifies and reports safety hazards and/or violations, and protects the environment and patient until the situation is resolved.

1.03: Removes unsafe equipment from use according to policy.

1.04: Reports to appropriate staff any furniture that appears to be in need of repair.

1.05: Stores supplies, machines and equipment in their proper places.

1.06: Constantly observes working environment for hazards.

1.07: Reports immediately all close calls, accidents, and occurrences for patients, visitors and staff.

1.08: Uses sound judgment that promotes safety in individual situations.

1.09: Observes no smoking policies.

1.10: Reduces the risk of patient harm resulting from falls when in a patient care environment.

1.11: Reports or cleans spills immediately according to guidelines.

1.12: Understands and applies standard safety acronyms and related procedures.

1.13: Participates in all mandated environmental safety programs.

1.14: Completes assigned safety trainings in a timely fashion.

1.15: Reminds others of the importance of a safe environment.

1.16: Demonstrates awareness of risk and seeks risk reduction in own work area.

1.17: When working with patients, correctly identifies patient with at least two patient identifiers.

Select the Next button to page forward.

Competency: Service and Satisfaction - Level 1

Applies knowledge of practices, behaviors, applicable laws, rules and regulations governing proper conduct.

- 1.01: Complies with ethics as explained in the Sutter Health Standards for Business Conduct.
- 1.02: Adheres to all components of entity-specific Standards of Behavior/Performance/Excellence.
- 1.03: Identifies potential areas of risk and reports them appropriately.
- 1.04: Demonstrates commitment to excellence.
- 1.05: Treats all employees, medical staff members, patients, visitors and customers with respect, dignity and fairness.
- 1.06: Participates in customer (e.g., physician, patient) service efforts, contributing to high customer satisfaction.
- 1.07: Holds self and peers accountable to uphold the Standards of Behavior/Performance/Excellence.
- 1.08: Aligns individual behavior with organizational goals and values.

Select the Next button to page forward.

Principal Accountabilities Rating

■ Instructions

Click on the link below or select the Next button to choose the rating which best describes the overall performance in regards to Principal Accountabilities.

Overall Principal Accountabilities Rating

Please choose the rating which best describes the performance in regards to Principal Accountabilities and then select the Next button to page forward to the next section.

■ Manager's assessment

Rating

Exceeds Expectations

Comments

2013-2014 Principle Accountability Metrics

FINANCE: Growth Needed – 15% Weight: Unit Based

Growth Needed- To improve the appropriate use of resources and supplies. (GOAL: To meet or reduce the amount of Donor Breast Milk charges and Liquid Protein charges by standardizing mixing times, storage, and increasing mother's milk supply.)

EOPL: Strong Performer – 15% Weight: Unit Based

Strong performer- Improve our teamwork among departments to improve patient care. (GOAL: To ensure situational SBAR is used in all calls to health care team members when specific patient needs are being shared.)

QUALITY: Role Model -30% Weight: Unit Based -CLABSI (50% wt.) and BMQI (50% wt.)

Role Model -Improvement in NICU CLABSI rates. Measurements from July 2013 - May 2014 (5 in 2012-2013; 0 in 2013-2014).

Exceeds Expectations- Improvement in % babies <1500 gms at birth, discharged receiving mother's breast milk. Measurements from July 2013 -May 2014 (2012-2013 = 63%; 2013-2014=66%).

GROWTH: Exceeds Expectations -20% Weight: Unit Based (50% wt.) and Hospital Based (50% wt.)

Strong Performer –Time of discharge will be by 1300 for the majority of our patients (75%). Daily audits performed. (2013-2014 = 70% of discharges by 1300)

Role Model – Our partnership with our service lines is what defines SMCS as a referral hospital with specialized care across California and the nation. Key to this is the national recognition through the various certifications for care excellence in patient disease populations.

SERVICE: Strong Performer -20% Weight: Hospital Based (50% wt.) and Unit Based (50% wt.)

Growth Needed – Overall Inpatient Patient Satisfaction Scores measure by HCAHPS. (5 to 7 service area domains at National Achievement Threshold.)

Exceeds Expectations –NICU Partnership Council Goals- NICU Patient Satisfaction Scores:

- 1. Maintain and/or improve restfulness of NICU setting (51-74th Percentile Rank.)
- 2. Improve Responsiveness domain by improving the 'emotional needs' of the family (51-74th Percentile Rank).

COMMUNITY: N/A (Measured in Personal Metrics section)

OVERALL RATING: Exceeds Expectations (with a total score of 3.3)

KEY: R= 3.75-4.0 E=3.25-3.74 S=2.5-3.24 G=2.49-1.5 I=1.49 OR LESS

Competencies Rating

■ Instructions

Click on the link below or select the Next button to choose the rating which best describes whether or not all competencies were met.

Overall Competencies Rating

1. Choose the rating which best describes whether or not all competencies were met.
2. Use the comment field if the required proficiency level was not met, or if this particular employee's role requires a higher level of proficiency.
3. Indicate the Type of Patient Care Provided in the Additional Information section under the Comments area below.
4. When done, select the Next button to page to the next section.

■ Manager's assessment

Rating

All Competencies Met/New Comp Not Met - No deduction

Comments

Meets expectations.

■ Additional Information

Type of Patient Care Provided

☒ Direct Care

Performance Goals (if applicable)

■ Instructions

It is not mandatory for Non-Exempt employees to use the Goal plan; however, if the employee being evaluated had goals in their plan:

1. Click on the link below or select the Next button to choose a rating which best reflects the extent to which those goals have or have not been achieved.
2. To view the employee's goal plan, save the review, click the drop down arrow in the Module section above and choose Goal Plan.

Performance Goals Rating (if applicable)

It is not mandatory for Non-Exempt employees to use the Goal plan; however, if the employee being evaluated had goals in their plan, select a rating which best reflects the extent to which those goals have or have not been achieved.

1. To view the employee's goal plan, save the review, click the drop down arrow in the Module section above and choose Goal Plan.
2. If the goal plan was not used, click the box next to Not Applicable. When done, select the Next button to page to the next section.

■ Manager's assessment

Rating

Not Applicable

Comments

No comments entered

How Results Were Achieved

■ Instructions

Click on each behavior listed below or select the Next button to choose a rating from the drop down menu. Please provide specific examples to support the rating in the comment fields.

Excellence & Quality

- Demonstrates ability to assess a situation, consider options and choose an appropriate course of action. Utilizes appropriate resources to effectively resolve the issue.

- Proactively identifies vs. reacts to problems/issues.
 - When appropriate, seeks guidance and direction to complete tasks, including asking appropriate questions and seeking needed clarification.
 - Consistently produces error free work with appropriate level of supervision, even when quantity increases.
 - Identifies new/different ways to improve upon how things are done and takes appropriate action to make it happen.
 - Actively participates in quality improvement initiatives/activities in unit/department/entity, including bringing out of date policies and procedures to supervisor's attention.
 - Communicates with others (both internal and external) in a positive and effective manner.
 - Meets timelines and deadlines, effectively balancing priorities even in the face of high volume or emergency situations.
- Select the Next button to page forward.

■ Manager's assessment

Rating

Exceeds Expectations

Comments

(b) (6), (b) (7)(C) arrives to work on time, ready to begin (b) (6), (b) (7)(C) day. (b) (6), (b) (7)(C) manages (b) (6), (b) (7)(C) Krónos time card fairly well, creating AEFs appropriately and budgeting (b) (6), (b) (7)(C) time to the appropriately. (b) (6), (b) (7)(C) works one (b) (6), (b) (7)(C) each pay period to complete our Discharge Phone Calls as a way to follow up with families once they have taken (b) (6), (b) (7)(C) home from (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) is soft spoken and has an easy communication style, and is an active listener. (b) (6), (b) (7)(C) does a very good job, and (b) (6), (b) (7)(C) efforts provide (b) (6), (b) (7)(C) with needed feedback on how we are doing and what opportunities we have to improve our service to families and the community. Parents are comfortable sharing their experiences, good or bad, and acknowledging those how 'stand out' and made a positive impression. When (b) (6), (b) (7)(C) hears something needing follow up by management, (b) (6), (b) (7)(C) quickly passes on the concern so intervention can ensue. (b) (6), (b) (7)(C) mentored several nurses in the CTW program, training them to do the same, and documenting what is shared: (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) has been most helpful with other projects with our CNS team. During discharge phone calls (b) (6), (b) (7)(C) will contact (b) (6), (b) (7)(C) to schedule a ROP follow-up appointment prior to calling the family (this happens when they were discharged on a weekend); and reviews all follow-up appointments with the family, as well. (b) (6), (b) (7)(C) call (b) (6), (b) (7)(C) a "A star!" (Great job, (b) (6), (b) (7)(C)!)

(b) (6), (b) (7)(C) completes all mandated education (NovaStat) and eLearning modules within established timelines. Stays current on changes and expectations through attendance at staff meetings, working closely with CNS, and reading emails. (b) (6), (b) (7)(C) will seek out management appropriately when (b) (6), (b) (7)(C) has a question or need. Completes a PSR when indicated.

Last year (b) (6), (b) (7)(C) identified (b) (6), (b) (7)(C) wishes to manage more (b) (6), (b) (7)(C) assignments with the goal to expand (b) (6), (b) (7)(C) skills, critical thinking ability, and comfort level in the management of the sick neonate. And considered taking the Advanced Respiratory Therapy class when opportunity presented. In August 2013, (b) (6), (b) (7)(C) was assigned a 1:1 patient in Room A. (b) (6), (b) (7)(C) utilized resource personnel when (b) (6), (b) (7)(C) had a question or need. Updated the MD of changes. This shift pushed (b) (6), (b) (7)(C) organizational skills and critical thinking abilities, while rendering care to (b) (6), (b) (7)(C) patient and the family. More opportunities like this are anticipated especially once we move into the new hospital in 2015, and our patient room set up changes from a ward to suites of 4 patients. (b) (6), (b) (7)(C) is encouraged to select primary patients in (b) (6), (b) (7)(C) as a way to achieve (b) (6), (b) (7)(C) goals during the next 8 months.

Compassion & Caring

- Demonstrates excellent customer service skills, including handling customer needs in a competent and knowledgeable manner, responding promptly to needs and questions.
 - Takes personal ownership of issues (e.g. Customer Service, Operational), seeing them through to resolution. Solves the problem or takes it to appropriate person for resolution.
 - Demonstrates appropriate work behaviors that are sensitive to the work environment, including talking softly in patient care and support areas and acknowledging patients/visitors promptly.
 - Demonstrates professionalism when faced with situations requiring conflict resolution (includes other Sutter employees/departments, MDs, patients, patient family, visitors, etc.) - listens to problem/issue, responds calmly and positively, and seeks to resolve situation in non-defensive manner.
- Select the Next button to page forward.

■ Manager's assessment

Rating

Growth Needed in Some Areas

Comments

The (b) (6), (b) (7)(C) expectation for staff is to support primary care and family centered care by selecting primary patients and their families during the year (1-longterm, 2 short term). (b) (6), (b) (7)(C) didn't meet this, and a 'growth needed' rating applies in the this section.

(b) (6), (b) (7)(C) is a soft spoken, friendly person and (b) (6), (b) (7)(C) has an easy communication style. (b) (6), (b) (7)(C) is an active listener, and is seen at the bedside listening as they share their experiences and needs. (b) (6), (b) (7)(C) enjoys (b) (6), (b) (7)(C) job, and working with families. (b) (6), (b) (7)(C) attentiveness to them, makes them feel very welcome and comfortable at the bedside. (b) (6), (b) (7)(C) is an excellent teacher, and shares (b) (6), (b) (7)(C) knowledge, helping families to understand the plan of care based on (b) (6), (b) (7)(C). Even during the busiest times (all families arriving at the same time, and one to be discharged, (b) (6), (b) (7)(C) works hard to meet everyone's needs, and help the family prepare for taking (b) (6), (b) (7)(C) home. (b) (6), (b) (7)(C) is detailed in (b) (6), (b) (7)(C) paperwork and MD orders ensuring everything has been done, ordered, follow up appointments are known, and nothing has been left undone. (b) (6), (b) (7)(C) completes all final documentation as well.

(b) (6), (b) (7)(C) works with members of the (b) (6), (b) (7)(C) in pursuit of identifying and meeting patient and family needs, immediate and longterm. (b) (6), (b) (7)(C) follows the plan of care, and as mentioned, works with other disciplines to achieve this. (b) (6), (b) (7)(C) is welcoming to siblings, involving them as appropriate, at the bedside and working with Child Life to provide activities while (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) is recognized during Discharge Phone Calls with one parent sharing: (b) (6), (b) (7)(C) did a good job - the care was so good, I appreciated everything!" (b) (6), (b) (7)(C) enjoys families and it shows as (b) (6), (b) (7)(C) moves about (b) (6), (b) (7)(C) day. (b) (6), (b) (7)(C) is supportive of (b) (6), (b) (7)(C), helping them be successful and creating opportunities for (b) (6), (b) (7)(C).

Honesty & Integrity

- Protects confidential information including patient, organization, and employee information. Does not discuss confidential information with or in front of anyone - including other employees, patients, friends, family, business or social acquaintances, customers, suppliers or others - unless appropriate procedures to release information have been followed or the individual is in a recognized "need to know" role.
 - Recognizes and takes accountability for personal actions or inaction. Fully tells/discloses information to appropriate individuals.
 - Appropriately creates and/or handles documents and records, maintaining the integrity of information and confidentiality.
- Select the Next button to page forward.

■ Manager's assessment

Rating

Strong Performer

Comments

(b) (6), (b) (7)(C) handles all personal patient information with utmost integrity, disclosing only information as is appropriate. Is mindful of confidential nature of our families, the circumstances surrounding (b) (6), (b) (7)(C), and respects their need for privacy. (b) (6), (b) (7)(C) does a wonderful job talking with families during the Discharge Phone Call process.

Teamwork

- Willingly accepts work direction from supervisor and appropriate team members.
 - Supports new processes, procedures, other changes in work methods.
 - Maintains positive and cooperative relationships within own work team and all other departments, shifts, and other Sutter Health entities. Positively interacts with others with different skills, abilities, and backgrounds.
 - Seeks others' ideas and opinions.
 - Notices when other employees are under pressure to complete work or are experiencing other difficulties and offers to lend a hand to help them.
 - Amount of work completed meets or exceeds job standards. Consistently carries fair share of the work.
 - Demonstrates flexibility: Willingly accepts work assignments that are not primary accountabilities; willingly takes on extra work; is flexible with work location, department, unit, shift assignment and necessary changes in processes and workflow.
 - Exhibits flexibility to changing conditions and workflows. Understands and accepts that sometimes change results in more work or relearning of processes, procedures and work methods.
 - Proactively seeks training and development to learn new technology/equipment/techniques, etc.
 - Cross-trains and/or shares acquired knowledge, skills, techniques, etc. with peers to strengthen the team.
 - Stays current regarding employee communications and organization/facility/department issues.
 - Demonstrates effective time management skills, including attending to personal business on own time.
 - Does not let personal issues disrupt work environment.
- Select the Next button to page forward.

■ Manager's assessment

Rating

Strong Performer

Comments

(b) (6), (b) (7)(C) is flexible when accepting assignments. (b) (6), (b) (7)(C) provides safe and competent care to (b) (6), (b) (7)(C) patients and engages (b) (6), (b) (7)(C) families, helping them to be involved at the bedside. (b) (6), (b) (7)(C) communicates with families who do not speak English using translator services (person or phones) to ensure their questions are answered, they understand the plan of care, and learn their cares needed for a successful time in (b) (6), (b) (7)(C) and upon discharge to home. As (b) (6), (b) (7)(C) nurse, I know (b) (6), (b) (7)(C) will update me when a patient's condition changes or (b) (6), (b) (7)(C) is ordering a test or procedure (MRI, barium swallow, EEG, surgery). In times of increased activity and admissions, (b) (6), (b) (7)(C) has adjusted (b) (6), (b) (7)(C) workload to take more on to help meet these new demands. This is very much appreciated.

(b) (6), (b) (7)(C) is willing to work with student nurses, welcoming them and involving them in patient care. (b) (6), (b) (7)(C) shares (b) (6), (b) (7)(C) knowledge and expertise and they leave smiling after having a good experience inside (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) is solicitous to volunteers, and involves them holding patients, making them feel welcome and needed. (b) (6), (b) (7)(C) works well with others in (b) (6), (b) (7)(C) room, lending a helping hand when needed. (b) (6), (b) (7)(C) maintains a professional demeanor, an easy communication style, and is courteous and respectful to the off going nurse during report. (b) (6), (b) (7)(C) provides a concise report to the nurse taking over care, reviewing MD orders together to ensure nothing has been overlooked. Will seek out resource personnel when (b) (6), (b) (7)(C) has a need or question.

Community

- Positively represents and supports the organization when talking to others within the organization (including within the department/entity and among other employees) and to others, such as vendors, patients, guests, and visitors.
- Supports our not-for-profit mission and the community benefit programs, services and activities sponsored by the organization

Select the Next button to page forward.

■ Manager's assessment

Rating

Strong Performer

Comments

(b) (6), (b) (7)(C) is very friendly and respectful of others. (b) (6), (b) (7)(C) represents the organization well, and reflects the values and mission of Sutter Health at work and in the community.

Universal Requirements

■ Instructions

Click on the link below or select Next to rate the Universal Requirements.

Universal Requirements

Review the Universal Requirements below and rate whether or not they were met. If a requirement was not met please document in the Comment field below along with any Required Licensure and Continuing Education information.

- New Employee Requirements (if applicable) including General/Department Orientation and Completion of all New Hire Requirements
- Completes annual Purified Protein Derivative (PPD) Testing (if applicable)
- Environment of Care (Safety) Training (if applicable) including: Injury/Illness Prevention; Electrical Safety; Fire Procedures; Infection Control/Exposure Control; Hazard Communication; Disaster & Emergency Procedures; Hazardous Waste Disposal
- Actively demonstrates and adheres to service excellence/Sutter Difference Standards
- Completes Standards of Business Conduct/Compliance Training
- Records time in accordance with the Policy
- Complies with Attendance Policy
- Complies with Dress Code
- Maintains a working knowledge of and adheres to organization, department and professional standards, policies, procedures and protocols
- List any Required Licensure, Certification and/or Registration and Other Position/Department Specific Required Training in the Comment field below
- Document all Continuing Education in the Comment field below

Select the Next button to page forward.

■ Manager's assessment

Rating

Yes, Met Requirements

Comments

Maintains current RN License, CPR and NRP certifications.

Completes mandated education (NovaStat) and eLearning modules within established time frames.

History

Date/Time Jul 3, 2014, 1:00 PM	Event Review Closed	Details The review has been closed.	By System User
Date/Time Jul 3, 2014, 1:00 PM	Event Review Acknowledged	Details The review has been acknowledged.	By (b) (6), (b) (7)(C)
Date/Time Jul 2, 2014, 2:55 PM	Event Review Acknowledgement Requested	Details An acknowledgement has been requested for the review.	By System User
Date/Time Jul 2, 2014, 2:55 PM	Event Review Released	Details The review has been released.	By (b) (6), (b) (7)(C)
Date/Time Jul 2, 2014, 1:42 PM	Event Review Approved	Details The review has been approved.	By (b) (6), (b) (7)(C)

Comments

Congratulations on a very nice evaluation (b) (6), (b) (7)(C). I really appreciate the work you do with our discharge phones calls. You are amazing in your follow-up and I would like to thank you! I look forward to working with you in the coming year as we transition to our new medical center and the eHR. It should be an exciting year!

Date/Time Jul 2, 2014, 10:18 AM	Event Review Under Approval	Details The review is under approval.	By System User
Date/Time Jul 2, 2014, 10:18 AM	Event Review Completed	Details The review has been completed.	By (b) (6), (b) (7)(C)
Date/Time Jul 2, 2014, 10:18 AM	Event Review Section Rating Changed	Details The review section rating for Universal Requirements has been changed from "No, Did Not Meet Requirements - A deduction will apply" to "Yes, Met Requirements".	By (b) (6), (b) (7)(C)
Date/Time Jul 2, 2014, 10:18 AM	Event Review Section Rating Changed	Details The review section rating for Universal Requirements has been changed from "No, Did Not Meet Requirements - A deduction will apply" to "Yes, Met Requirements".	By (b) (6), (b) (7)(C)
Date/Time Jul 1, 2014, 3:39 PM	Event Review Assigned	Details The review has been assigned.	By System User
Date/Time Jul 1, 2014, 3:39 PM	Event Review Restarted	Details The review workflow process has been restarted.	By System Administrator7 (CR)
Date/Time Jun 28, 2014, 5:20 PM	Event Review Closed	Details	By System User

The review has been closed.

Date/Time
Jun 28, 2014, 5:20 PM

Event
Review Acknowledged

Details
The review has been acknowledged.

By
(b) (6), (b) (7)(C)

Comments

In writing (b) (6), (b) (7)(C) evaluation, I listed erroneously that (b) (6), (b) (7)(C) received a CAN (Level I) for not completing eLearning modules and I clicked "did not meet expectations in the Universal Requirements section of this evaluation. This resulted in a 0.5 point deduction from (b) (6), (b) (7)(C) overall score, but did not lower (b) (6), (b) (7)(C) overall rating (nor prevented it from being a higher overall rating).

(b) (6), (b) (7)(C) remains a Strong Performer, but the data entered does not reflect (b) (6), (b) (7)(C) commitment to excellence which is outstanding. Please disregard this incorrect information that was entered into (b) (6), (b) (7)(C) evaluation, by me.

Respectfully,

(b) (6), (b) (7)(C)

6/28/14

Date/Time
Jun 25, 2014, 7:32 PM

Event
Review Acknowledgement Requested

Details
An acknowledgement has been requested for the review.

By
System User

Date/Time
Jun 25, 2014, 7:32 PM

Event
Review Released

Details
The review has been released.

By
(b) (6), (b) (7)(C)

Date/Time
Jun 24, 2014, 5:03 PM

Event
Review Approved

Details
The review has been approved.

By
(b) (6), (b) (7)(C)

Comments

Congratulations on a very nice evaluation (b) (6), (b) (7)(C). You do a great job following up with families and ensuring our graduates are well cared for, through making discharge phone calls for our department. I don't know what we would do without you as you do these with extraordinary ease. Thank you and I look forward to working with you in the coming year as we transition to our new medical center and eHR. It should be exciting!

Date/Time
Jun 24, 2014, 1:06 PM

Event
Review Under Approval

Details
The review is under approval.

By
System User

Date/Time
Jun 24, 2014, 1:05 PM

Event
Review Completed

Details
The review has been completed.

By
(b) (6), (b) (7)(C)

Date/Time
Jun 24, 2014, 12:44 PM

Event
Review Section Rating Assigned

Details
The review section rating for Universal Requirements is set to "No, Did Not Meet Requirements - A deduction will apply".

By
(b) (6), (b) (7)(C)

Date/Time
Jun 24, 2014, 12:44 PM

Event
Review Overall Rating Assigned

Details
The review rating for overall is set to "Strong Performer".

By
(b) (6), (b) (7)(C)

Date/Time
Jun 24, 2014, 12:44 PM

Event
Review Section Rating Assigned

Details
The review section rating for Universal Requirements is set to "No, Did Not Meet Requirements - A deduction will apply".

By
(b) (6), (b) (7)(C)

Date/Time Jun 24, 2014, 12:44 PM	Event Review Overall Rating Assigned	Details The review rating for overall is set to "Strong Performer".	By (b) (6), (b) (7)(C)
Date/Time Jun 15, 2014, 10:19 PM	Event Review Section Rating Assigned	Details The review section rating for Competencies Rating is set to "All Competencies Met/New Comp Not Met - No deduction".	By (b) (6), (b) (7)(C)
Date/Time Jun 15, 2014, 10:19 PM	Event Review Section Rating Assigned	Details The review section rating for Competencies Rating is set to "All Competencies Met/New Comp Not Met - No deduction".	By (b) (6), (b) (7)(C)
Date/Time Jun 15, 2014, 10:14 PM	Event Review Section Rating Assigned	Details The review section rating for Principal Accountabilities Rating is set to "Exceeds Expectations".	By (b) (6), (b) (7)(C)
Date/Time Jun 15, 2014, 10:14 PM	Event Review Section Rating Assigned	Details The review section rating for Principal Accountabilities Rating is set to "Exceeds Expectations".	By (b) (6), (b) (7)(C)
Date/Time Apr 2, 2014, 2:58 AM	Event Review Assigned	Details The review has been assigned.	By System User
Date/Time Apr 2, 2014, 12:14 AM	Event Review Created	Details The review has been created.	By System User

Performance Review

2012-2013 Validated Non-Exempt Performance Review I



From Jun 1, 2012 to May 31, 2013

Employee: (b) (6), (b) (7)(C)

Manager: (b) (6), (b) (7)(C)

Overview

Status: Closed

Step: N/A

Step Due Date: N/A

Author: (b) (6), (b) (7)(C)

■ Final Comments

Manager's assessment

No comments entered

■ Acknowledgement Comments

Manager's assessment

No comments entered

Employee's self-assessment

Attended Wings event= Exceeds in community

■ Instructions

General Instructions:

- Select the Access the review button in the upper right hand corner to start the review
- Use the Next and Previous buttons to page through and complete the review
- Click on the Show description link in each section in order to view the instructions for that section
- Access site for training documents at PSDP Training Documents or training sessions at PSDP Training Sessions (must be logged into the Sutter network) Reminder: All comments become part of the permanent document, as entered. Comments are viewable by all authorized users and cannot be removed. Supervisor

Complete and/or comment on all sections of the review. One Up

Upon receipt of the review from the supervisor, choose to approve the review form or send it back to the supervisor for edits. Rating Option Definitions:

- Improvement Required = Does not meet expectations. Significant/sustained improvement required immediately.
- Growth Needed in Some Areas = Meets expectations in most areas. Development needed in some areas.
- Strong Performer = Consistently meets all expectations. May exceed expectations in focused areas.
- Exceeds Expectations = Consistently exceeds majority of expectations. May be role model in several areas.
- Role Model = Far exceeds all expectations. Serves as a role model in nearly all aspects of job performance, achieving highest levels of performance in both what was achieved and how results were achieved.

■ Overall Summary

Instructions

Supervisor: The rating which best reflects overall performance has been calculated for your review, however, you can override that rating if necessary.

Selecting a different rating other than the calculated rating should be by exception only and needs to be documented in the comment field below.

If you would like to add Development Activities, save the review and click the drop down arrow in the Module section above and choose Development Plan.

Section:

DEFINITIONS ONLY: What was Achieved - Principal Accountabilities and Competencies (INFORMATIONAL - NO RATINGS IN THIS SECTION)

Principal Accountabilities Rating

Competencies Rating

Performance Goals (if applicable)

How Results Were Achieved

Universal Requirements

Overall Rating (Manager's assessment)

Strong Performer

All Competencies Met/New Comp Not Met - No deduction

Not Applicable

Yes, Met Requirements

Strong Performer

Comments

(b) (6), (b) (7) has done an excellent job performing duties in other areas and (b) (6), (b) (7) work is very appreciated. (b) (6), (b) (7) is a well liked and valued member of the (b) (6), (b) (7) team. (b) (6), (b) (7) maintains good working relationships with others and gives it (b) (6), (b) (7) best everyday. (b) (6), (b) (7) is considerate and respectful of others and is a supporter of family centered care.

I look forward to working with (b) (6), (b) (7) in the coming year as we care for our patients and their families, and as we prepare for the move to the new facility in 2014!

DEFINITIONS ONLY: What was Achieved - Principal Accountabilities and Competencies (INFORMATIONAL - NO RATINGS IN THIS SECTION)

■ Instructions

INFORMATIONAL ONLY - NO RATINGS IN THIS SECTION.

This section is informational only; you can use this section to review the Principal Accountabilities and Competencies and rate accordingly in the next section. Click on the links below or select the Next button to page through and view each Principal Accountability and the proficiency level definitions for each Competency. To add a Competency from the library click on the Manage Section Items link below.

Accountability: Community- Promotes a positive relationship between Sutter Health...

Community- Promotes a positive relationship between Sutter Health and the community.

Accountability: Finance - Utilizes resources to deliver quality care in a safe, ...

Finance - Utilizes resources to deliver quality care in a safe, efficient, and cost-effective manner.

Accountability: Growth - Actively manages patient/family plan of care throughout...

Growth - Actively manages patient/family plan of care throughout the hospitalization to achieve optimal transition and progression toward discharge for patient/family.

Accountability: People -Coordinates the activities of the health care team in a ...

People -Coordinates the activities of the health care team in a professional manner according to the Standards of Excellence promoting a positive work environment.

Accountability: Quality- Provides optimal care to patients' and family which is ...

Quality- Provides optimal care to patients' and family which is collaborative, evidence based and meets national/facility standards to achieve the best possible outcome.

Accountability: Service - Cares for patient/family according to the Sutter Difference...

Service - Cares for patient/family according to the Sutter Difference Standards and activities ensuring the best patient/family experience.

Competency: Age Specific Care - General - Level 1

Uses age-specific developmental principles when providing care and other health related services for patients.

1.01: Identifies the physical and developmental age of population to whom care is being provided.

1.02: Identifies the physical, intellectual, and developmental characteristics of the population to whom care is being provided.

1.03: Recognizes suspected abuse or neglect and reports appropriately.

1.04: Provides a safe environment based on patient's age and developmental level.

1.05: Implements care, interventions and/or work procedures required, based on the patient's age and developmental level.

1.06: Involves family in care as patient's age, developmental level and wishes dictate.

1.07: Utilizes techniques to de-stress patient from treatment/hospitalization as appropriate for patient's age and developmental level.

1.08: Assesses pain using age-specific indicators.

1.09: Identifies developmental and social needs of patient at appropriate age levels.

Competency: Clinical Management of Patients (Licensed Professionals) - Level 2

Demonstrates safety, proficiency, consideration for patients developmental, physical, emotional, spiritual, cultural and cognitive level as well as knowledge of technical functions required in the accomplishment of patient care activities, including: all types of patient care equipment, medication administration, IV management, including administration of blood/blood products, specimen collection, mobility/immobility issues, and computerized cl

- 1.01: Understands indications for patient therapy and/or procedural intervention.
- 1.02: Implements appropriate patient care interventions as directed within scope of practice.
- 1.03: Demonstrates proficiency in equipment set-up, operation and troubleshooting appropriate to the patient population.
- 1.04: Recognizes abnormal findings and takes appropriate actions.
- 1.05: Gathers clinical data according to patient care standards.
- 1.06: Reinforces patient and family education.
- 1.07: Ensures patient safety.
- 1.08: Mentors peers related to patient therapy and/or procedural intervention.
- 2.01: Interprets and decides upon care priorities in emergent situations.
- 2.02: Recognizes and understands indications for patient therapy and/or procedural intervention.
- 2.03: Coordinates the care of the patient therapy.
- 2.04: Manages patients according to best practices including CMS Core Measures, JCAHO Standards, Patient Safety Goals and Sutter Clinical Initiatives.
- 2.05: Recognizes potential complications and implements appropriate interventions.
- 2.06: Educates patient and family regarding disease process and overall management.
- 2.07: Prepares patient and family regarding purpose of the indicated therapy and/or procedural intervention.
- 2.08: Works with patient and family to receive input and answer questions.

Competency: Code Blue - Level 2

Uses the protocols and procedures for cardiopulmonary resuscitation.

- 1.01: Recognizes emergency and intervenes.
- 1.02: Activates facility code blue response.
- 1.03: Uses basic life support techniques to provide immediate resuscitation until team arrives.
- 1.04: Provides coverage for others participating in situation.
- 2.01: Controls the emergent environment.
- 2.02: Provides problem solving during emergency situation.
- 2.03: Monitors adherence to Basic Life Support (BLS) guidelines in resuscitation efforts.
- 2.04: Assures support of family and patient during BLS phase of code blue.
- 2.05: Handles medications, documentation; assists with procedures.
- 2.06: Recognizes changes in patient condition prior to deterioration into code event, assesses changes and seeks interventions to prevent deterioration.
- 2.07: Establishes line placement.

Competency: Cultural Competence/Diversity - Level 1

Applies knowledge of practices and behaviors governing culturally appropriate interactions with all individuals encountered in the work environment. These can be clinical or non-clinical in nature.

- 1.01: Uses appropriate resources to address language/communication barriers.
- 1.02: Treats all employees, medical staff members, patients, visitors and customers with respect, dignity and fairness.
- 1.03: Participates in Cultural Competence and Diversity trainings as assigned.
- 1.04: Aligns individual behavior with organizational diversity and cultural competence values.
- 1.05: Performs job specific competencies in a culturally sensitive manner.
- 1.06: Holds self and peers accountable to uphold the Standards of Behavior/Performance/ Excellence regardless of race ethnicity, culture, religious affiliation, disability, socioeconomic background, education, sexual orientation, marital status, gender, age or position.
- 1.07: Demonstrates awareness of and complies with applicable laws, rules and regulations related to cultural differences.
- 1.08: Supports an inclusive work environment by actively discouraging negative stereotypes, including but not limited to cultural, racial, religious, age, disability, socioeconomic, educational, sexual orientation, marital status, or gender.

Select the Next button to page forward.

Competency: Emergency Management and Disaster Response - Level 1

Participates in the mitigation, preparedness, response, and recovery activities regarding the management of emergencies.

- 1.01: Demonstrates awareness of emergency codes.
- 1.02: Able to state personal role during an emergency event.
- 1.03: Able to state department's role during an event.
- 1.04: Demonstrates awareness of the incident command system used for emergency events.
- 1.05: States the five (5) functional Incident Command System (ICS or HICS) groups and their functions.
- 1.06: ICS / HICS: Specifies the chain of command to obtain supplies and equipment.

- 1.07: Able to recognize a Haz Mat event (incl. Chemical and Bio Terrorism).
- 1.08: Demonstrates knowledge to keep self safe (S) in the event of a Haz Mat event.
- 1.09: Haz Mat: Knows how to isolate the patient or area (I) in case of a Haz Mat event.
- 1.10: Haz Mat: Knows which notifications to make (N).
- 1.11: Participates in emergency management drills / events.

Select the Next button to page forward.

Competency: Equipment and Supplies - Level 1

Applies knowledge of technologies, equipment, and supplies. These can be medical or non-medical in nature.

- 1.01: Identifies major types of technologies, equipment, and supplies used within the service/care function.
- 1.02: Identifies safety considerations and procedures for operators and patients.
- 1.03: Resolves basic equipment problems or malfunctions.
- 1.04: Operates the particular technology, equipment, or supply, and produces relevant reports or output.
- 1.05: Discusses operational issues and considerations for the specific technology, equipment, or supply.
- 1.06: Cognizant of the basic technical infrastructure in the local environment.
- 1.07: Cleans equipment as specified by department standards.

Competency: Health Information Management - Level 1

Ability to document, maintain and process patient information within current legal requirements and privacy laws.

- 1.01: Maintains and enforces patient confidentiality and privacy laws, policies and procedures.
- 1.02: Identifies the steps in initial setup and maintenance of documentation process.
- 1.03: Works with an automated health information application.
- 1.04: Delineates and complies with security and access control processes to protect privacy and information.
- 1.05: Identifies common types of information maintained on patients.
- 1.07: Describes and complies with organization's health information management procedures and policies.
- 1.08: Locates published guidelines and other sources of information on health information keeping. May participate in charge capture, coding and/or billing of procedures and/or diagnoses.

Competency: Healthcare Information Systems - Level 1

Utilizes industry and organization applications and databases that contain medical, patient, and healthcare information.

- 1.01: Identifies health information system applications used within facility.
- 1.02: Describes the type of information maintained in systems.
- 1.03: Specifies key functions addressed by core applications.
- 1.04: Locates relevant documentation and systems support information.
- 1.05: Appropriately utilizes specific systems and applications as they relate to job functions.
- 1.06: Describes the type of information maintained in specific systems and applications.
- 1.07: Defines roles and responsibilities of users, administrators, and systems support staff.

Select the Next button to page forward.

Competency: Implementation of the Nursing Process - Level 1

Assesses, plans, coordinates, implements and evaluates nursing care appropriate to the developmental, physical, cultural, emotional, spiritual and cognitive abilities of the patient.

- 1.01: Determines assessment priorities and initiates thorough or focal assessment based on needs, age, developmental and cognitive level of patient.
- 1.02: Ensures that assessments and reassessments are performed according to facility standards and patient needs.
- 1.03: Takes appropriate action when assessment reveals deviations from patient norm, unusual or life-threatening findings.
- 1.04: Completes the health history with the patient and/or family.
- 1.05: Utilizes gathered data to plan, deliver and evaluate care.
- 1.06: Develops and implements patient plan of care in partnership with the patient and family.
- 1.07: Performs nursing interventions directly or through delegation and evaluates patient response.
- 1.08: Makes appropriate nursing judgments based on assessment and reassessment data.
- 1.09: Evaluates actual outcomes against goals and updates plans of care based on patient progress.
- 1.10: Identifies the patients discharge planning needs and initiates appropriate referrals.
- 1.11: Documents thoroughly and accurately in the patient record according to facility standards.

Competency: Infection Control - Level 2

Utilizes knowledge of patient safety and error prevention and applies appropriate processes and procedures to minimize the spread of infection and disease.

1.01: Demonstrates awareness of and applies standard (universal) precautions consistently, and encourages others do to so.

1.02: Understands and adheres to facility policies, procedures, and standards regarding infection prevention and control.

1.03: Consistently complies with facility policy on transmission-based precautions.

2.01: Educates peers and/or patients and families regarding prevention and control of infection.

2.02: Demonstrates knowledge of infections and methods to reduce risk of transmission.

2.03: May work with Infection Control to establish policies and procedures to reduce the risk of transmission.

Competency: Information Management - Level 1

Ability to manage the flow and content of information following standard procedure.

1.01: Generates and reviews information (e.g. reports, results, films, correspondence), recognizes problems and appropriately escalates.

1.02: Uses the appropriate mode (e.g. phone, fax, mail, electronic) to disseminate a variety of information to the appropriate party.

1.03: Receives a variety of information from internal/external sources, reviews and takes appropriate action.

1.04: Receives requests for information and follows established protocol to respond appropriately.

1.05: Stores information, documents and records according to standard procedures.

1.06: Accurately retrieves and/or compiles data or information upon request, within established timeframes.

1.07: May enter information to capture charges for tests, products and/or services.

Competency: Licensing and Accreditation - Level 1

Applies knowledge and understanding of legislation and regulatory bodies to healthcare practices.

1.01: Summarizes the laws governing privacy and patient rights.

1.02: Adheres to work-related aspects covered by legal, regulatory and accreditation standards and policies.

1.03: Implements and monitors adherence to a specific aspect of legislation.

1.04: Identifies a specific healthcare policy and relates it to the specific law or regulation.

1.05: Recognizes situations or conditions with potential legal, regulatory and accreditation non-compliance and escalates appropriately through the chain of command.

1.06: Identifies major federal and state legislation, industry regulatory bodies and accreditation bodies.

1.07: Locates additional information regarding relevant legal issues.

Select the Next button to page forward.

Competency: Pain Management - Level 2

Provide for effective pain management appropriate to the developmental, physical, emotional, spiritual, cultural and cognitive abilities and facility Standards.

1.01: Utilizes appropriate pain scales.

1.02: Documents pain scores, patient history related to pain management, effective alternatives, and any barriers to effective pain management.

1.03: Follows basic pharmacological pain management principles.

1.04: Utilizes non-pharmacological approaches to pain management.

1.05: Recognizes and responds to side effects of pharmacological pain management.

1.06: Initiates and monitors the immediate care of patients in pain.

1.07: Documents nursing interventions and patient's response to pain on appropriate form.

1.08: Reinforces patient and family education on pain management, importance of reporting pain and harmful effects of uncontrolled pain.

2.01: Assesses pain on admission and reassesses at appropriate intervals.

2.02: Uses knowledge of patient history and barriers to effective pain management in assessing and reassessing patient pain.

2.03: Develops non-pharmacologic approaches to pain when appropriate.

2.04: Identifies barriers to pain management and intervenes to improve outcomes.

2.05: Educates patient and family on pain management, importance of reporting pain and harmful effects of uncontrolled pain.

2.06: Assures pain management needs are addressed in discharge plan.

2.07: Coordinates pain management to optimize patient activities and therapies.

2.08: Utilizes evidence based practice to promote pain management.

2.09: Promotes pain management as a patient right.

Competency: Patient and Family Centered Care - Level 1

Demonstrates knowledge of and applies principles and practices associated with patient and family centered care.

- 1.01: Is able to define the Sutter Health concept of family.
- 1.02: Locates the written philosophy of care.
- 1.03: Defines 8 core principles of patient and family centered care.
- 1.04: Gives example of Patient and Family centered care solutions from own area.
- 1.05: Demonstrates patient and family centered care principles whenever interacting with patients or hospital guests.
- 1.06: Able to state at least 3 benefits of practicing patient and family centered care to the organization.
- 1.07: Identifies benefits to patients and families.
- 1.08: Understands regulatory agency requirements for patient and family centered care.
- 1.09: Completes assigned trainings(s) on Patient and Family Centered Care in a timely manner.

Competency: Patient Rights - Level 1

Demonstrates knowledge of principles and practices associated with the rights and responsibilities of patients and caregivers.

- 1.01: Locates policies on patient rights, informed consent and advance directives, as applicable to role and scope of responsibilities
- 1.02: Applies key areas covered under patient rights to role and scope of responsibilities.
- 1.03: For those employees working in the acute care setting, demonstrates knowledge of patient rights, informed consent, and advanced directives.

Select the Next button to page forward.

Competency: Policy, Procedures, and Standards - Level 1

Utilizes industry standards, policies and procedures relevant to function and organization. These can be clinical or non-clinical in nature.

- 1.01: Complies with organizational and professional standards, as well as organizational and departmental policies and procedures.
- 1.02: Identifies common policies, procedures, and standards.
- 1.03: Obtains and reviews documentation and information on standards and their usage.
- 1.04: Applies policy, procedure, and standards documentation.
- 1.05: Identifies areas for improvement and provides feedback to the appropriate personnel.
- 1.06: Contributes to the development and implementation of specific procedures.
- 1.07: Describes control and monitoring mechanisms, tools and techniques.
- 1.08: Complies with appropriate abuse reporting requirements for the reporting of child, elderly, disabled, and other types of suspected abuse as applicable.

Select the Next button to page forward.

Competency: Privacy and Confidentiality - Level 1

Complies with privacy and confidentiality rules, policies, and procedures, including applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA).

- 1.01: Names publications, places or a local resource to refer to for policy and procedure relating to privacy and confidentiality.
- 1.02: Adheres to all aspects of privacy and confidentiality laws, regulations and policies.
- 1.03: Relates implications of privacy laws and regulations to own function.

Select the Next button to page forward.

Competency: Professional Practice - Level 2

Demonstrates role competency by utilizing critical thinking, professional judgement, teamwork and effective communication within scope of practice.

- 1.01: Collaborates with peers and supervisors to assure patient needs are met.
- 1.02: Provides input for patient rounds by communicating patient clinical status, care goals/problems and plans with team.
- 1.03: Communicates a concise, organized and thorough report.
- 1.04: Performs responsibilities to extent of license/certification and job description.
- 1.05: Seeks out educational opportunities/experiences to continually update practice.

- 2.01: Collaborates with peers and supervisors to assure patient and unit needs are met.
- 2.02: Offers assistance to others to assure patient and unit needs are met.
- 2.03: Participates in patient rounds by leading discussions regarding their patients' clinical status, care goals/problems and plans with team.
- 2.04: Communicates a concise, organized and thorough report with caregivers when patient hand offs occur including: anticipated changes, plan of care, short and long term goals, discharge and educational needs.
- 2.05: Assesses need for unit resources, support and assistance, and actively participates for resolution.
- 2.06: Delegates to other care providers to facilitate meeting patients' needs in a timely manner with follow-up to assure desired results.
- 2.07: Seeks out physicians for professional consultation and collaboration to discuss patient care issues.
- 2.08: Functions as a resource/role model for departmental and organizational standards and policies and procedures.
- 2.09: Utilizes the Chain of Command, Rapid Response Team and other resources to assure patient safety.
- 2.10: Communicates any adverse event with supervisor to manage risk to hospital.

Competency: Quality Assurance - Level 1

Demonstrates knowledge and individual behaviors that are aligned with assuring organizational quality.

- 1.01: Recognizes and appropriately reports/escalates deviations, problems, unusual occurrences and unexpected outcomes.
- 1.02: Can describe the organization's approach to performance improvement.
- 1.03: Effectively completes tasks related to quality control and/or process control.
- 1.04: Can describe and, works within, scope of practice and/or position, exercising the appropriate level of authority and responsibility.
- 1.05: Effectively communicates to ensure quality of service, products and/or care.
- 1.06: Effectively organizes, coordinates and prioritizes work to ensure quality of service, products and/or care.

Select the Next button to page forward.

Competency: Safety / Environment of Care - Level 1

Provides a safe work environment to prevent injury to self, patients, visitors, and other workforce members.

- 1.01: Wears Photo I.D. badge in accordance with dress code.
- 1.02: Identifies and reports safety hazards and/or violations, and protects the environment and patient until the situation is resolved.
- 1.03: Removes unsafe equipment from use according to policy.
- 1.04: Reports to appropriate staff any furniture that appears to be in need of repair.
- 1.05: Stores supplies, machines and equipment in their proper places.
- 1.06: Constantly observes working environment for hazards.
- 1.07: Reports immediately all close calls, accidents, and occurrences for patients, visitors and staff.
- 1.08: Uses sound judgment that promotes safety in individual situations.
- 1.09: Observes no smoking policies.
- 1.10: Reduces the risk of patient harm resulting from falls when in a patient care environment.
- 1.11: Reports or cleans spills immediately according to guidelines.
- 1.12: Understands and applies standard safety acronyms and related procedures.
- 1.13: Participates in all mandated environmental safety programs.
- 1.14: Completes assigned safety trainings in a timely fashion.
- 1.15: Reminds others of the importance of a safe environment.
- 1.16: Demonstrates awareness of risk and seeks risk reduction in own work area.
- 1.17: When working with patients, correctly identifies patient with at least two patient identifiers.

Select the Next button to page forward.

Competency: Service and Satisfaction - Level 1

Applies knowledge of practices, behaviors, applicable laws, rules and regulations governing proper conduct.

- 1.01: Complies with ethics as explained in the Sutter Health Standards for Business Conduct.
- 1.02: Adheres to all components of entity-specific Standards of Behavior/Performance/Excellence.
- 1.03: Identifies potential areas of risk and reports them appropriately.
- 1.04: Demonstrates commitment to excellence.
- 1.05: Treats all employees, medical staff members, patients, visitors and customers with respect, dignity and fairness.
- 1.06: Participates in customer (e.g., physician, patient) service efforts, contributing to high customer satisfaction.
- 1.07: Holds self and peers accountable to uphold the Standards of Behavior/Performance/Excellence.
- 1.08: Aligns individual behavior with organizational goals and values.

Select the Next button to page forward.

Principal Accountabilities Rating

■ Instructions

Click on the link below or select the Next button to choose the rating which best describes the overall performance in regards to Principal Accountabilities.

Overall Principal Accountabilities Rating

Please choose the rating which best describes the performance in regards to Principal Accountabilities and then select the Next button to page forward to the next section.

■ Manager's assessment

Rating

Strong Performer

Comments

2012 – 2013 Principle Accountability Metrics

Finance: Strong Performer-15% Weight: Unit Based

☐ Strong Performer- Appropriate use of resources and supplies. (2012 budget over by 200K - mostly supplies due to BF status)

People: Growth Needed-.15% Weight: Unit Based

☐ Growth Needed- Improve our teamwork among departments to improve patient care. (Overall EOW composite score will improve by 5%. (2012 78%)

Quality: Growth Needed- 30% Weight: CLABSI (50%) and BMQI (50%)

☐ Growth Needed- Improvement in NICU CLABSI rates. Measurements from July 2012-March 2013. (5 in 2011; 5 in 2012; 0 YTD 2013)

☐ Growth Needed- Improvement in % of babies <1500gms discharged receiving mother's breast milk. Measurements from July 2012-March 2013. (63% - 66% previous year = no improvement)

☐

Growth: Exceeds Expectation- 20% Weight: Hospital (50%) and Unit Based (50%)

☐ Exceeds Expectations- Time of discharge will be 1pm for the majority of our patients (75%). Daily audits will be performed. (73% of discharges at 1pm)

☐ Exceeds Expectations- The NICU's ability to receive transports from outside facilities. (Accepted all transfers - in 2012)

☐

Service = Growth Needed- 20% weight: Hospital (50%) and Unit (50%)

☐ Growth Needed - Inpatient Patient Satisfaction Scores (Press Ganey)

☐ Growth Needed - NICU Patient Satisfaction Scores

Community: N/A

Overall Rating: Strong Performer

Competencies Rating

■ Instructions

Click on the link below or select the Next button to choose the rating which best describes whether or not all competencies were met.

Overall Competencies Rating

Please choose the rating which best describes whether or not all competencies were met. Use the comment field if the required proficiency level was not met, or if this particular employee's role requires a higher level of proficiency. Please also indicate the Type of Patient Care Provided in the Additional Information section under the Comments area below. When done, select the Next button to page to the next section.

■ Manager's assessment

Rating

All Competencies Met/New Comp Not Met - No deduction

Comments

☐ (b) (6), (b) (7)(C) meets expectations.

■ Additional Information

Type of Patient Care Provided

☒ Direct Care

Performance Goals (if applicable)

■ Instructions

It is not mandatory for Non-Exempt employees to use the Goal plan; however, if the employee being evaluated had goals in their plan, click on the link below or select the Next button to choose a rating which best reflects the extent to which those goals have or have not been achieved. To view the employee's goal plan, save the review, click the drop down arrow in the Module section above and choose Goal Plan.

Performance Goals Rating (if applicable)

It is not mandatory for Non-Exempt employees to use the Goal plan; however, if the employee being evaluated had goals in their plan, select a rating which best reflects the extent to which those goals have or have not been achieved. To view the employee's goal plan, save the review, click the drop down arrow in the Module section above and choose Goal Plan. If the goal plan was not used, click the box next to Not Applicable. When done, select the Next button to page to the next section.

■ Manager's assessment

Rating

Not Applicable

Comments

No comments entered

How Results Were Achieved

■ Instructions

Click on each behavior listed below or select the Next button to choose a rating from the drop down menu. Please provide specific examples to support the rating in the comment fields.

Excellence & Quality

- Demonstrates ability to assess a situation, consider options and choose an appropriate course of action. Utilizes appropriate resources to effectively resolve the issue.
- Proactively identifies vs. reacts to problems/issues.
- When appropriate, seeks guidance and direction to complete tasks, including asking appropriate questions and seeking needed clarification.
- Consistently produces error-free work with appropriate level of supervision, even when quantity increases.
- Identifies new/different ways to improve upon how things are done and takes appropriate action to make it happen.
- Actively participates in quality improvement initiatives/activities in unit/department/entity, including bringing out of date policies and procedures to supervisor's attention.
- Communicates with others (both internal and external) in a positive and effective manner.
- Meets timelines and deadlines, effectively balancing priorities even in the face of high volume or emergency situations.

Select the Next button to page forward.

■ Manager's assessment

Rating

Role Model

Comments

While on Connect to Work program, (b) (6), (b) (7)(C) worked collaboratively with (b) (6), (b) (7)(C), reviewing and updating policies and did a wonderful job! (b) (6), (b) (7)(C) were appreciative not only of (b) (6), (b) (7)(C) helping them, but also for the conscientious and thorough way (b) (6), (b) (7)(C) approached this work. (Great job, (b) (6), (b) (7)(C)!) (b) (6), (b) (7)(C) also had opportunity to make discharge phone calls to parents who just took (b) (6), (b) (7)(C) home a few days earlier. (b) (6), (b) (7)(C) did an exceptional job, has a gentleness about (b) (6), (b) (7)(C) as (b) (6), (b) (7)(C) speaks with them, and contacts management if there is additional follow up needed. After returning to full duty at the bedside, (b) (6), (b) (7)(C) was asked to periodically come off the clinical schedule, to make discharge phone calls instead. (b) (6), (b) (7)(C) is willing and (b) (6), (b) (7)(C) efforts are truly appreciated. (b) (6), (b) (7)(C) has mentored staff beginning in the Connect To Work program, helping them be successful as well, when contacting families (b) (6), (b) (7)(C) helped create and man

a booth at the Skills Faire, sharing information about the discharge process and feedback gleaned for these phone calls. (b) (6), (b) (7)(C) worked collaboratively with others and did a beautiful job!

(b) (6), (b) (7)(C) meets all deadlines and timelines. Manages (b) (6), (b) (7)(C) Kronos time card well. Completes PSRs when required. (b) (6), (b) (7)(C) arrives to work on time, smiling, and ready to begin (b) (6), (b) (7)(C) day. (b) (6), (b) (7)(C) is thoughtful and respectful of others, and is supportive of family centered care.

Compassion & Caring

- Demonstrates excellent customer service skills, including handling customer needs in a competent and knowledgeable manner, responding promptly to needs and questions.
 - Takes personal ownership of issues (e.g. Customer Service, Operational), seeing them through to resolution. Solves the problem or takes it to appropriate person for resolution.
 - Demonstrates appropriate work behaviors that are sensitive to the work environment, including talking softly in patient care and support areas and acknowledging patients/visitors promptly.
 - Demonstrates professionalism when faced with situations requiring conflict resolution (includes other Sutter employees/departments, MDs, patients, patient family, visitors, etc.) - listens to problem/issue, responds calmly and positively, and seeks to resolve situation in non-defensive manner.
- Select the Next button to page forward

■ Manager's assessment

Rating

Exceeds Expectations

Comments

(b) (6), (b) (7)(C) works well with families, and is a kind, compassionate and caring nurse. (b) (6), (b) (7)(C) provides support and is an excellent teacher. Parents are included in the cares of (b) (6), (b) (7)(C) as (b) (6), (b) (7)(C) helps guide them. (b) (6), (b) (7)(C) makes them feel welcome and updates them on (b) (6), (b) (7)(C) plan of care. (b) (6), (b) (7)(C) updates the physician of any changes in a patient's condition and when (b) (6), (b) (7)(C) has a concern, (b) (6), (b) (7)(C) provides safe and competent care to (b) (6), (b) (7)(C) patients, and prepares families for caring for their loved one in the Unit and for a smooth transition to home. (b) (6), (b) (7)(C) does a very good job discharging patients and completing all paperwork, including teaching (b) (6), (b) (7)(C) has done. (b) (6), (b) (7)(C) works well with members of the (b) (6), (b) (7)(C) (b) (6), (b) (7)(C), including Speech Therapy, OT/PT, lactation, RT, Case management, MSW, and others as needed.

(b) (6), (b) (7)(C) has been acknowledged by parents during discharge phone calls, saying: "(b) (6), (b) (7)(C) did an awesome job!" (b) (6), (b) (7)(C) was great!", and "(b) (6), (b) (7)(C) was great, awesome, and really, really great!"

Honesty & Integrity

- Protects confidential information including patient, organization, and employee information. Does not discuss confidential information with or in front of anyone - including other employees, patients, friends, family, business or social acquaintances, customers, suppliers or others - unless appropriate procedures to release information have been followed or the individual is in a recognized "need to know" role.
 - Recognizes and takes accountability for personal actions or inaction. Fully tells/discloses information to appropriate individuals.
 - Appropriately creates and/or handles documents and records, maintaining the integrity of information and confidentiality.
- Select the Next button to page forward

■ Manager's assessment

Rating

Strong Performer

Comments

(b) (6), (b) (7)(C) handles all personal patient and employee information with utmost integrity, disclosing information only as is appropriate. Is mindful of the confidential nature of our families, the circumstances surrounding (b) (6), (b) (7)(C), and respects their need for privacy. (b) (6), (b) (7)(C) strives to chart clearly and completely, including all discharge teaching completed. Adheres to the Standards of Excellence by not participating in unit gossip and seeking out a member of the leadership team when needed.

Teamwork

- Willingly accepts work direction from supervisor and appropriate team members.
- Supports new processes, procedures, other changes in work methods.
- Maintains positive and cooperative relationships within own work team and all other departments, shifts, and other Sutter Health entities. Positively interacts with others with different skills, abilities, and backgrounds.
- Seeks others' ideas and opinions.

- Notices when other employees are under pressure to complete work or are experiencing other difficulties and offers to lend a hand to help them.
 - Amount of work completed meets or exceeds job standards. Consistently carries fair share of the work.
 - Demonstrates flexibility: Willingly accepts work assignments that are not primary accountabilities; willingly takes on extra work; is flexible with work location, department, unit, shift assignment and necessary changes in processes and workflow.
 - Exhibits flexibility to changing conditions and workflows. Understands and accepts that sometimes change results in more work or relearning of processes, procedures and work methods.
 - Proactively seeks training and development to learn new technology/equipment/techniques, etc.
 - Cross-trains and/or shares acquired knowledge, skills, techniques, etc. with peers to strengthen the team.
 - Stays current regarding employee communications and organization/facility/department issues.
 - Demonstrates effective time management skills, including attending to personal business on own time.
 - Does not let personal issues disrupt work environment.
- Select the Next button to page forward.

■ Manager's assessment

Rating

Strong Performer

Comments

(b) (6), (b) (7)(C) is flexible when receiving (b) (6), (b) (7)(C) assignment. (b) (6), (b) (7)(C) worked primarily in (b) (6), (b) (7)(C) but is seen working in (b) (6), (b) (7)(C) more of late. (b) (6), (b) (7)(C) will seek out resource personnel when needed or question, and provides (b) (6), (b) (7)(C) patients safe care. (b) (6), (b) (7)(C) will work with students, providing them hands on experiences, and is welcoming to our Volunteers. (b) (6), (b) (7)(C) is helpful to others in (b) (6), (b) (7)(C) room as (b) (6), (b) (7)(C) assignment allows. Is supportive of new processes, procedures, and other changes. (b) (6), (b) (7)(C) is very helpful. (b) (6), (b) (7)(C) is willing to change assignments without complaint, when the unit need it. Always friendly and courteous to others. (b) (6), (b) (7)(C) updates (b) (6), (b) (7)(C) appropriately about (b) (6), (b) (7)(C) assignments (needs MRI, needs barium swallow, being discharged soon, etc.).

Community

- Positively represents and supports the organization when talking to others within the organization (including within the department/entity and among other employees) and to others, such as vendors, patients, guests, and visitors.
- Supports our not-for-profit mission and the community benefit programs, services and activities sponsored by the organization.

Select the Next button to page forward.

■ Manager's assessment

Rating

Strong Performer

Comments

(b) (6), (b) (7)(C) is respectful and courteous to all. (b) (6), (b) (7)(C) represents the organization well and reflects the values and mission of Sutter Health. I wish to congratulate (b) (6), (b) (7)(C) on (b) (6), (b) (7)(C) of service!

Universal Requirements

■ Instructions

Click on the link below or select Next to rate the Universal Requirements.

Universal Requirements

Review the Universal Requirements below and rate whether or not they were met. If a requirement was not met please document in the Comment field below along with any Required Licensure and Continuing Education information.

- New Employee Requirements (if applicable), including General/Department Orientation and Completion of all New Hire Requirements
- Completes annual Purified Protein Derivative (PPD) Testing (if applicable)
- Environment of Care (Safety) Training (if applicable), including: Injury/Illness Prevention; Electrical Safety; Fire Procedures; Infection Control/Exposure Control; Hazard Communication; Disaster & Emergency Procedures; Hazardous Waste Disposal
- Actively demonstrates and adheres to service excellence/Sutter Difference Standards
- Completes Standards of Business Conduct/Compliance Training
- Records time in accordance with the Policy
- Complies with Attendance Policy
- Complies with Dress Code

- Maintains a working knowledge of and adheres to organization, department and professional standards, policies, procedures and protocols
 - List any Required Licensure, Certification and/or Registration and Other Position/Department Specific Required Training in the Comment field below
 - Document all Continuing Education in the Comment field below
- Select the Next button to page forward.

■ Manager's assessment

Rating

Yes, Met Requirements

Comments

Universal Requirements

RN License- Active and Current

CPR and NRP- Current

Mandatory Education-Skills Fair (Booth Presenter!), eLearning, all other unit & hospital based education

Goal

Moving to the new unit will bring about many changes in the way (b) (6), (b) (7)(C) provides care to patients. It is expected all RNs will be able to safely manage both (b) (6), (b) (7)(C) level patients. This provides (b) (6), (b) (7)(C) with opportunity to enhance (b) (6), (b) (7)(C) skills, critical thinking ability, and confidence level in the management of sick (b) (6), (b) (7)(C) patients in the coming year.

History

Date/Time Jul 7, 2013, 11:32 AM	Event Review Closed	Details The review has been closed.	By System User
Date/Time Jul 7, 2013, 11:32 AM	Event Review Acknowledged	Details The review has been acknowledged.	By Lorie J Shen
Date/Time Jul 1, 2013, 1:58 PM	Event Review Acknowledgement Requested	Details An acknowledgement has been requested for the review.	By System User
Date/Time Jul 1, 2013, 1:58 PM	Event Review Released	Details The review has been released.	By (b) (6), (b) (7)(C)
Date/Time Jun 30, 2013, 9:41 PM	Event Review Approved	Details The review has been approved.	By (b) (6), (b) (7)(C)

Comments

Congratulations on a very nice evaluation (b) (6), (b) (7)(C). We are happy to have found how wonderful a job you do with discharge phones calls. This is truly a strong asset to our (b) (6), (b) (7)(C) team. Thank you for all that you do and I look forward to working with you more as we transition to our new hospital and unit in the coming year.

Date/Time Jun 30, 2013, 4:20 PM	Event Review Under Approval	Details The review is under approval.	By System User
Date/Time Jun 30, 2013, 4:20 PM	Event Review Completed	Details The review has been completed.	By (b) (6), (b) (7)(C)
Date/Time Apr 3, 2013, 9:12 AM	Event Review Transferred	Details The review has been transferred to "Constance L Fletcher".	By PSDP3 Administrator3
Date/Time Apr 1, 2013, 8:32 PM	Event Review Assigned	Details The review has been assigned.	By System User
Date/Time	Event	Details	By

Apr 1, 2013, 6:02 PM

Review Created

The review has been
created.

System User

Performance Review

2011-2012 Validated Non-Exempt Performance Review I



From Jun 1, 2011 to May 31, 2012

Employee: (b) (6), (b) (7)(C)

Manager: (b) (6), (b) (7)(C)

Overview

Status: Closed

Step: N/A

Step Due Date: N/A

Final Comments

Manager's assessment

No comments entered

Acknowledgement Comments

Manager's assessment

No comments entered

Employee's self-assessment

No comments entered

Instructions

Supervisor

Complete and/or comment on all sections of the review. One Up

Upon receipt of the review from the supervisor, choose to approve the review form or send it back to the supervisor for edits. Reminder: All comments become part of the permanent document, as entered. Comments are viewable by all authorized users and cannot be removed. Rating Options:

- Improvement Required = Does not meet expectations. Significant/sustained improvement required immediately.
- Growth Needed in Some Areas = Meets expectations in most areas. Development needed in some areas.
- Strong Performer = Consistently meets all expectations. May exceed expectations in focused areas.
- Exceeds Expectations = Consistently exceeds majority of expectations. May be role model in several areas.
- Role Model = Far exceeds all expectations. Serves as a role model in nearly all aspects of job performance, achieving highest levels of performance in both what was achieved and how results were achieved.

Overall Summary

Instructions

Supervisor: The rating which best reflects overall performance has been calculated for your review, however, you can override that rating if necessary.

Selecting a different rating other than the calculated rating should be by exception only and needs to be documented in the comment field below.

Section	Overall Rating (Manager's assessment)
DEFINITIONS ONLY: What was Achieved - Principal Accountabilities and Competencies (INFORMATIONAL - NO RATINGS IN THIS SECTION)	
Principal Accountabilities Rating	Exceeds Expectations
Competencies Rating	All Competencies Met/New Comp Not Met - No deduction
Performance Goals (if applicable)	Not Applicable
How Results Were Achieved	
Universal Requirements	Yes, Met Requirements
Development Plan & Professional Aspirations	
	Strong Performer

Comments

(b) (6), (b) (7)(C) has been on (b) (6), (b) (7)(C) - we are happy to have (b) (6), (b) (7)(C) back and have missed (b) (6), (b) (7)(C) is a kind, compassionate caring nurse who always strives to give very good care to (b) (6), (b) (7)(C) patients and their families. (b) (6), (b) (7)(C) has a calm, professional communication style that is appreciated by all. Thank you (b) (6), (b) (7)(C) for all that you do for (b) (6), (b) (7)(C).

DEFINITIONS ONLY: What was Achieved - Principal Accountabilities and Competencies (INFORMATIONAL - NO RATINGS IN THIS SECTION)

■ Instructions

INFORMATIONAL ONLY - NO RATINGS IN THIS SECTION.

This section is informational only; you can use this section to review the Principal Accountabilities and Competencies and rate accordingly in the next section. Click on the links below to view the proficiency level definitions for each competency. To add a competency from the library click on the Manage Section Items link below.

Accountability: Community- Promotes a positive relationship between Sutter Health...

Community- Promotes a positive relationship between Sutter Health and the community.

Accountability: Finance - Utilizes resources to deliver quality care in a safe, ...

Finance - Utilizes resources to deliver quality care in a safe, efficient, and cost-effective manner.

Accountability: Growth - Actively manages patient/family plan of care throughout...

Growth - Actively manages patient/family plan of care throughout the hospitalization to achieve optimal transition and progression toward discharge for patient/family.

Accountability: People -Coordinates the activities of the health care team in a ...

People -Coordinates the activities of the health care team in a professional manner according to the Standards of Excellence promoting a positive work environment.

Accountability: Quality- Provides optimal care to patients' and family which is ...

Quality- Provides optimal care to patients' and family which is collaborative, evidence based and meets national/facility standards to achieve the best possible outcome.

Accountability: Service - Cares for patient/family according to the Sutter Difference...

Service - Cares for patient/family according to the Sutter Difference Standards and activities ensuring the best patient/family experience.

Competency: Age Specific Care - General - Level 1

Uses age-specific developmental principles when providing care and other health related services for patients.

1.01: Identifies the physical and developmental age of population to whom care is being provided.

1.02: Identifies the physical, intellectual, and developmental characteristics of the population to whom care is being provided.

1.03: Recognizes suspected abuse or neglect and reports appropriately.

1.04: Provides a safe environment based on patient's age and developmental level.

1.05: Implements care, interventions and/or work procedures required, based on the patient's age and developmental level.

1.06: Involves family in care as patient's age, developmental level and wishes dictate.

1.07: Utilizes techniques to de-stress patient from treatment/hospitalization as appropriate for patient's age and developmental level.

1.08: Assesses pain using age-specific indicators.

1.09: Identifies developmental and social needs of patient at appropriate age levels.

Competency: Clinical Management of Patients (Licensed Professionals) - Level 2

Demonstrates safety, proficiency, consideration for patients developmental, physical, emotional, spiritual, cultural and cognitive level as well as knowledge of technical functions required in the accomplishment of patient care activities, including: all types of patient care equipment, medication administration, IV management, including administration of blood/blood products, specimen collection, mobility/immobility issues, and computerized cl

1.01: Understands indications for patient therapy and/or procedural intervention.

1.02: Implements appropriate patient care interventions as directed within scope of practice.

1.03: Demonstrates proficiency in equipment set-up, operation and troubleshooting appropriate to the patient population.

1.04: Recognizes abnormal findings and takes appropriate actions.

1.05: Gathers clinical data according to patient care standards.

1.06: Reinforces patient and family education.

1.07: Ensures patient safety.

1.08: Mentors peers related to patient therapy and/or procedural intervention.

- 2.01: Interprets and decides upon care priorities in emergent situations.
- 2.02: Recognizes and understands indications for patient therapy and/or procedural intervention.
- 2.03: Coordinates the care of the patient therapy.
- 2.04: Manages patients according to best practices including CMS Core Measures, JCAHO Standards, Patient Safety Goals and Sutter Clinical Initiatives.
- 2.05: Recognizes potential complications and implements appropriate interventions.
- 2.06: Educates patient and family regarding disease process and overall management.
- 2.07: Prepares patient and family regarding purpose of the indicated therapy and/or procedural intervention.
- 2.08: Works with patient and family to receive input and answer questions.

Competency: Code Blue - Level 2

Uses the protocols and procedures for cardiopulmonary resuscitation.

- 1.01: Recognizes emergency and intervenes.
- 1.02: Activates facility code blue response.
- 1.03: Uses basic life support techniques to provide immediate resuscitation until team arrives.
- 1.04: Provides coverage for others participating in situation.
- 2.01: Controls the emergent environment.
- 2.02: Provides problem solving during emergency situation.
- 2.03: Monitors adherence to Basic Life Support (BLS) guidelines in resuscitation efforts.
- 2.04: Assures support of family and patient during BLS phase of code blue.
- 2.05: Handles medications, documentation; assists with procedures.
- 2.06: Recognizes changes in patient condition prior to deterioration into code event, assesses changes and seeks interventions to prevent deterioration.
- 2.07: Establishes line placement.

Competency: Cultural Competence/Diversity - Level 1

Applies knowledge of practices and behaviors governing culturally appropriate interactions with all individuals encountered in the work environment. These can be clinical or non-clinical in nature.

- 1.01: Uses appropriate resources to address language/communication barriers.
- 1.02: Treats all employees, medical staff members, patients, visitors and customers with respect, dignity and fairness.
- 1.03: Participates in Cultural Competence and Diversity trainings as assigned.
- 1.04: Aligns individual behavior with organizational diversity and cultural competence values.
- 1.05: Performs job specific competencies in a culturally sensitive manner.
- 1.06: Holds self and peers accountable to uphold the Standards of Behavior/Performance/ Excellence regardless of race ethnicity, culture, religious affiliation, disability, socioeconomic background, education, sexual orientation, marital status, gender, age or position.
- 1.07: Demonstrates awareness of and complies with applicable laws, rules and regulations related to cultural differences.
- 1.08: Supports an inclusive work environment by actively discouraging negative stereotypes, including but not limited to cultural, racial, religious, age, disability, socioeconomic, educational, sexual orientation, marital status, or gender.

Select the Next button to page forward.

Competency: Emergency Management and Disaster Response - Level 1

Participates in the mitigation, preparedness, response, and recovery activities regarding the management of emergencies.

- 1.01: Demonstrates awareness of emergency codes.
- 1.02: Able to state personal role during an emergency event.
- 1.03: Able to state department's role during an event.
- 1.04: Demonstrates awareness of the incident command system used for emergency events.
- 1.05: States the five (5) functional Incident Command System (ICS or HICS) groups and their functions.
- 1.06: ICS / HICS: Specifies the chain of command to obtain supplies and equipment.
- 1.07: Able to recognize a Haz Mat event (incl. Chemical and Bio Terrorism).
- 1.08: Demonstrates knowledge to keep self safe (S) in the event of a Haz Mat event.
- 1.09: Haz Mat: Knows how to isolate the patient or area (I) in case of a Haz Mat event.
- 1.10: Haz Mat: Knows which notifications to make (N).
- 1.11: Participates in emergency management drills / events.

Select the Next button to page forward.

Competency: Equipment and Supplies - Level 1

Applies knowledge of technologies, equipment, and supplies. These can be medical or non-medical in nature.

- 1.01: Identifies major types of technologies, equipment, and supplies used within the service/care function.
- 1.02: Identifies safety considerations and procedures for operators and patients.
- 1.03: Resolves basic equipment problems or malfunctions.
- 1.04: Operates the particular technology, equipment, or supply, and produces relevant reports or output.
- 1.05: Discusses operational issues and considerations for the specific technology, equipment, or supply.
- 1.06: Cognizant of the basic technical infrastructure in the local environment.
- 1.07: Cleans equipment as specified by department standards.

Competency: Health Information Management - Level 1

Ability to document, maintain and process patient information within current legal requirements and privacy laws.

- 1.01: Maintains and enforces patient confidentiality and privacy laws, policies and procedures.
- 1.02: Identifies the steps in initial setup and maintenance of documentation process.
- 1.03: Works with an automated health information application.
- 1.04: Delineates and complies with security and access control processes to protect privacy and information.
- 1.05: Identifies common types of information maintained on patients.
- 1.07: Describes and complies with organization's health information management procedures and policies.
- 1.08: Locates published guidelines and other sources of information on health information keeping. May participate in charge capture, coding and/or billing of procedures and/or diagnoses.

Competency: Healthcare Information Systems - Level 1

Utilizes industry and organization applications and databases that contain medical, patient, and healthcare information.

- 1.01: Identifies health information system applications used within facility.
- 1.02: Describes the type of information maintained in systems.
- 1.03: Specifies key functions addressed by core applications.
- 1.04: Locates relevant documentation and systems support information.
- 1.05: Appropriately utilizes specific systems and applications as they relate to job functions.
- 1.06: Describes the type of information maintained in specific systems and applications.
- 1.07: Defines roles and responsibilities of users, administrators, and systems support staff.

Select the Next button to page forward.

Competency: Implementation of the Nursing Process - Level 1

Assesses, plans, coordinates, implements and evaluates nursing care appropriate to the developmental, physical, cultural, emotional, spiritual and cognitive abilities of the patient.

- 1.01: Determines assessment priorities and initiates thorough or focal assessment based on needs, age, developmental and cognitive level of patient.
- 1.02: Ensures that assessments and reassessments are performed according to facility standards and patient needs.
- 1.03: Takes appropriate action when assessment reveals deviations from patient norm, unusual or life-threatening findings.
- 1.04: Completes the health history with the patient and/or family.
- 1.05: Utilizes gathered data to plan, deliver and evaluate care.
- 1.06: Develops and implements patient plan of care in partnership with the patient and family.
- 1.07: Performs nursing interventions directly or through delegation and evaluates patient response.
- 1.08: Makes appropriate nursing judgments based on assessment and reassessment data.
- 1.09: Evaluates actual outcomes against goals and updates plans of care based on patient progress.
- 1.10: Identifies the patients discharge planning needs and initiates appropriate referrals.
- 1.11: Documents thoroughly and accurately in the patient record according to facility standards.

Competency: Infection Control - Level 2

Utilizes knowledge of patient safety and error prevention and applies appropriate processes and procedures to minimize the spread of infection and disease.

- 1.01: Demonstrates awareness of and applies standard (universal) precautions consistently, and encourages others to do so.
- 1.02: Understands and adheres to facility policies, procedures, and standards regarding infection prevention and control.
- 1.03: Consistently complies with facility policy on transmission-based precautions.
- 2.01: Educates peers and/or patients and families regarding prevention and control of infection.
- 2.02: Demonstrates knowledge of infections and methods to reduce risk of transmission.

2.03: May work with Infection Control to establish policies and procedures to reduce the risk of transmission.

Competency: Information Management - Level 1

Ability to manage the flow and content of information following standard procedure.

1.01: Generates and reviews information (e.g. reports, results, films, correspondence), recognizes problems and appropriately escalates.

1.02: Uses the appropriate mode (e.g. phone, fax, mail, electronic) to disseminate a variety of information to the appropriate party.

1.03: Receives a variety of information from internal/external sources, reviews and takes appropriate action.

1.04: Receives requests for information and follows established protocol to respond appropriately.

1.05: Stores information, documents and records according to standard procedures.

1.06: Accurately retrieves and/or compiles data or information upon request, within established timeframes.

1.07: May enter information to capture charges for tests, products and/or services.

Competency: Licensing and Accreditation - Level 1

Applies knowledge and understanding of legislation and regulatory bodies to healthcare practices.

1.01: Summarizes the laws governing privacy and patient rights.

1.02: Adheres to work-related aspects covered by legal, regulatory and accreditation standards and policies.

1.03: Implements and monitors adherence to a specific aspect of legislation.

1.04: Identifies a specific healthcare policy and relates it to the specific law or regulation.

1.05: Recognizes situations or conditions with potential legal, regulatory and accreditation non-compliance and escalates appropriately through the chain of command.

1.06: Identifies major federal and state legislation, industry regulatory bodies and accreditation bodies.

1.07: Locates additional information regarding relevant legal issues.

Select the Next button to page forward.

Competency: Pain Management - Level 2

Provide for effective pain management appropriate to the developmental, physical, emotional, spiritual, cultural and cognitive abilities and facility Standards.

1.01: Utilizes appropriate pain scales.

1.02: Documents pain scores, patient history related to pain management, effective alternatives, and any barriers to effective pain management.

1.03: Follows basic pharmacological pain management principles.

1.04: Utilizes non-pharmacological approaches to pain management.

1.05: Recognizes and responds to side effects of pharmacological pain management.

1.06: Initiates and monitors the immediate care of patients in pain.

1.07: Documents nursing interventions and patient's response to pain on appropriate form.

1.08: Reinforces patient and family education on pain management, importance of reporting pain and harmful effects of uncontrolled pain.

2.01: Assesses pain on admission and reassesses at appropriate intervals.

2.02: Uses knowledge of patient history and barriers to effective pain management in assessing and reassessing patient pain.

2.03: Develops non-pharmacologic approaches to pain when appropriate.

2.04: Identifies barriers to pain management and intervenes to improve outcomes.

2.05: Educates patient and family on pain management, importance of reporting pain and harmful effects of uncontrolled pain.

2.06: Assures pain management needs are addressed in discharge plan.

2.07: Coordinates pain management to optimize patient activities and therapies.

2.08: Utilizes evidence based practice to promote pain management.

2.09: Promotes pain management as a patient right.

Competency: Patient and Family Centered Care - Level 1

Demonstrates knowledge of and applies principles and practices associated with patient and family centered care.

1.01: Is able to define the Sutter Health concept of family.

1.02: Locates the written philosophy of care.

1.03: Defines 8 core principles of patient and family centered care.

1.04: Gives example of Patient and Family centered care solutions from own area.

1.05: Demonstrates patient and family centered care principles whenever interacting with patients or hospital guests.

1.06: Able to state at least 3 benefits of practicing patient and family centered care to the organization.

1.07: Identifies benefits to patients and families.

- 1.08: Understands regulatory agency requirements for patient and family centered care.
- 1.09: Completes assigned trainings(s) on Patient and Family Centered Care in a timely manner.

Competency: Patient Rights - Level 1

Demonstrates knowledge of principles and practices associated with the rights and responsibilities of patients and caregivers.

- 1.01: Locates policies on patient rights, informed consent and advance directives, as applicable to role and scope of responsibilities
- 1.02: Applies key areas covered under patient rights to role and scope of responsibilities.
- 1.03: For those employees working in the acute care setting, demonstrates knowledge of patient rights, informed consent, and advanced directives.

Select the Next button to page forward.

Competency: Policy, Procedures, and Standards - Level 1

Utilizes industry standards, policies and procedures relevant to function and organization. These can be clinical or non-clinical in nature.

- 1.01: Complies with organizational and professional standards, as well as organizational and departmental policies and procedures.
- 1.02: Identifies common policies, procedures, and standards.
- 1.03: Obtains and reviews documentation and information on standards and their usage.
- 1.04: Applies policy, procedure, and standards documentation.
- 1.05: Identifies areas for improvement and provides feedback to the appropriate personnel.
- 1.06: Contributes to the development and implementation of specific procedures.
- 1.07: Describes control and monitoring mechanisms, tools and techniques.
- 1.08: Complies with appropriate abuse reporting requirements for the reporting of child, elderly, disabled, and other types of suspected abuse as applicable.

Select the Next button to page forward.

Competency: Privacy and Confidentiality - Level 1

Complies with privacy and confidentiality rules, policies, and procedures, including applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA).

- 1.01: Names publications, places or a local resource to refer to for policy and procedure relating to privacy and confidentiality.
- 1.02: Adheres to all aspects of privacy and confidentiality laws, regulations and policies.
- 1.03: Relates implications of privacy laws and regulations to own function.

Select the Next button to page forward.

Competency: Professional Practice - Level 2

Demonstrates role competency by utilizing critical thinking, professional judgement, teamwork and effective communication within scope of practice.

- 1.01: Collaborates with peers and supervisors to assure patient needs are met.
- 1.02: Provides input for patient rounds by communicating patient clinical status, care goals/problems and plans with team.
- 1.03: Communicates a concise, organized and thorough report.
- 1.04: Performs responsibilities to extent of license/certification and job description.
- 1.05: Seeks out educational opportunities/experiences to continually update practice.
- 2.01: Collaborates with peers and supervisors to assure patient and unit needs are met.
- 2.02: Offers assistance to others to assure patient and unit needs are met.
- 2.03: Participates in patient rounds by leading discussions regarding their patients' clinical status, care goals/problems and plans with team.
- 2.04: Communicates a concise, organized and thorough report with caregivers when patient hand offs occur including: anticipated changes, plan of care, short and long term goals, discharge and educational needs.
- 2.05: Assesses need for unit resources, support and assistance, and actively participates for resolution.
- 2.06: Delegates to other care providers to facilitate meeting patients' needs in a timely manner with follow-up to assure desired results.
- 2.07: Seeks out physicians for professional consultation and collaboration to discuss patient care issues.
- 2.08: Functions as a resource/role model for departmental and organizational standards and policies and procedures.
- 2.09: Utilizes the Chain of Command, Rapid Response Team and other resources to assure patient safety.

2.10: Communicates any adverse event with supervisor to manage risk to hospital.

Competency: Quality Assurance - Level 1

Demonstrates knowledge and individual behaviors that are aligned with assuring organizational quality.

- 1.01: Recognizes and appropriately reports/escalates deviations, problems, unusual occurrences and unexpected outcomes.
- 1.02: Can describe the organization's approach to performance improvement.
- 1.03: Effectively completes tasks related to quality control and/or process control.
- 1.04: Can describe and, works within, scope of practice and/or position, exercising the appropriate level of authority and responsibility.
- 1.05: Effectively communicates to ensure quality of service, products and/or care.
- 1.06: Effectively organizes, coordinates and prioritizes work to ensure quality of service, products and/or care.

Select the Next button to page forward.

Competency: Safety / Environment of Care - Level 1

Provides a safe work environment to prevent injury to self, patients, visitors, and other workforce members.

- 1.01: Wears Photo I.D. badge in accordance with dress code.
- 1.02: Identifies and reports safety hazards and/or violations, and protects the environment and patient until the situation is resolved.
- 1.03: Removes unsafe equipment from use according to policy.
- 1.04: Reports to appropriate staff any furniture that appears to be in need of repair.
- 1.05: Stores supplies, machines and equipment in their proper places.
- 1.06: Constantly observes working environment for hazards.
- 1.07: Reports immediately all close calls, accidents, and occurrences for patients, visitors and staff.
- 1.08: Uses sound judgment that promotes safety in individual situations.
- 1.09: Observes no smoking policies.
- 1.10: Reduces the risk of patient harm resulting from falls when in a patient care environment.
- 1.11: Reports or cleans spills immediately according to guidelines.
- 1.12: Understands and applies standard safety acronyms and related procedures.
- 1.13: Participates in all mandated environmental safety programs.
- 1.14: Completes assigned safety trainings in a timely fashion.
- 1.15: Reminds others of the importance of a safe environment.
- 1.16: Demonstrates awareness of risk and seeks risk reduction in own work area.
- 1.17: When working with patients, correctly identifies patient with at least two patient identifiers.

Select the Next button to page forward.

Competency: Service and Satisfaction - Level 1

Applies knowledge of practices, behaviors, applicable laws, rules and regulations governing proper conduct.

- 1.01: Complies with ethics as explained in the Sutter Health Standards for Business Conduct.
- 1.02: Adheres to all components of entity-specific Standards of Behavior/Performance/Excellence.
- 1.03: Identifies potential areas of risk and reports them appropriately.
- 1.04: Demonstrates commitment to excellence.
- 1.05: Treats all employees, medical staff members, patients, visitors and customers with respect, dignity and fairness.
- 1.06: Participates in customer (e.g., physician, patient) service efforts, contributing to high customer satisfaction.
- 1.07: Holds self and peers accountable to uphold the Standards of Behavior/Performance/Excellence.
- 1.08: Aligns individual behavior with organizational goals and values.

Select the Next button to page forward.

Principal Accountabilities Rating

■ Instructions

Click on the link below to choose the rating which best describes the overall performance in regards to Principal Accountabilities.

Overall Principal Accountabilities Rating

Please choose the rating which best describes the performance in regards to Principal Accountabilities.

■ Manager's assessment

Rating

Exceeds Expectations

Comments

Finance: Role Model-15% Weight: Unit Based

☐ Role Model- OT/DT less than target of 2%

People: Role Model- 15% Weight: Unit Based

☐ Role Model- Meeting Baby Friendly Designation making SMH a leader in the community and Sutter Health

☐ Role Model- Hand Hygiene (97.7% compliance with 5 Moments of Hand Hygiene)

Quality: Role Model- 30% Weight: Hospital (50%) and Unit Based (50%)

☐ Exceeds Expectations- Core Measures/ National Best Practices in care (AMI bundle, Heart Failure bundle, Pneumonia Bundle, Surgical Care Process bundle, Quality bundle, Mortality)

☐ Role Model- CLABSI (50% decrease in 2011 from 2010- 3 in 2011 compared to 6 in 2010)

☐ Role Model- Breast milk at Discharge (Increase from 51% in 2010 to 65.6% in 2011)

Growth: Exceeds Expectation- 20% Weight: Hospital (50%) and Unit Based (50%)

☐ Strong Performer- Length of Stay (LOS) for inpatient units (Jan-Dec 2011)

☐ Role Model- The NICU's ability to receive transports from outside facilities.

Service = Growth Needed- 20% weight: Hospital (50%)

☐ Improvement Needed- Inpatient Patient Satisfaction Scores (Press Ganey)

☐ Strong Performer- NICU Patient Satisfaction Scores 4/1/11-3/31/12= 50.8%

Community: N/A

Overall-Rating: Exceeds Expectation

Competencies Rating

■ Instructions

Click on the link below to choose the rating which best describes whether or not all competencies were met.

Overall Competencies Rating

Please choose the rating which best describes whether or not all competencies were met. Use the comment field if the required proficiency level was not met, or if this particular employee's role requires a higher level of proficiency. Please also indicate the Type of Patient Care Provided under Additional Information below.

■ Manager's assessment

Rating

All Competencies Met/New Comp Not Met - No deduction

Comments

No comments entered

■ Additional Information

Type of Patient Care Provided

Direct Care

Performance Goals (if applicable)

■ Instructions

It is not mandatory for Non-Exempt employees to use the Goal plan; however, if the employee being evaluated had goals in their plan, click on the link below to select a rating which best reflects the extent to which those goals have or have not been achieved.

Performance Goals Rating (if applicable)

It is not mandatory for Non-Exempt employees to use the Goal plan; however, if the employee being evaluated had goals in their plan, click on the link below to select a rating which best reflects the extent to which those goals have or have not been achieved.

■ Manager's assessment

Rating

Not Applicable

Comments

No comments entered

How Results Were Achieved

■ Instructions

Click on each behavior listed below and select a rating from the drop down menu. Please provide specific examples to support the rating in the comment fields.

Excellence & Quality

- Demonstrates ability to assess a situation, consider options and choose an appropriate course of action. Utilizes appropriate resources to effectively resolve the issue.
- Proactively identifies vs. reacts to problems/issues.
- When appropriate, seeks guidance and direction to complete tasks, including asking appropriate questions and seeking needed clarification.
- Consistently produces error-free work with appropriate level of supervision, even when quantity increases.
- Identifies new/different ways to improve upon how things are done and takes appropriate action to make it happen.
- Actively participates in quality improvement initiatives/activities in unit/department/entity, including bringing out of date policies and procedures to supervisor's attention.
- Communicates with others (both internal and external) in a positive and effective manner.
- Meets timelines and deadlines, effectively balancing priorities even in the face of high volume or emergency situations.

Select the Next button to page forward.

■ Manager's assessment

Rating

Strong Performer

Comments

(b) (6), (b) (7)(C) is a true advocate for (b) (6), (b) (7)(C) patients and their families, and will seek out referrals and support as needed. (b) (6), (b) (7)(C) communicates with all in a calm, positive, and effective manner which is appreciated. (b) (6), (b) (7)(C) trained in the area of (b) (6), (b) (7)(C) care, and utilizes this training with families when given the opportunity. (b) (6), (b) (7)(C) is currently assisting with updating our policies and procures to reflect best practice for (b) (6), (b) (7)(C).

Compassion & Caring

- Demonstrates excellent customer service skills, including handling customer needs in a competent and knowledgeable manner, responding promptly to needs and questions.
- Takes personal ownership of issues (e.g. Customer Service, Operational), seeing them through to resolution. Solves the problem or takes it to appropriate person for resolution.
- Demonstrates appropriate work behaviors that are sensitive to the work environment, including talking softly in patient care and support areas and acknowledging patients/visitors promptly.
- Demonstrates professionalism when faced with situations requiring conflict resolution (includes other Sutter employees/departments, MDs, patients, patient family, visitors, etc.) - listens to problem/issue, responds calmly and positively, and seeks to resolve situation in non-defensive manner.

Select the Next button to page forward.

■ Manager's assessment

Rating -

Exceeds Expectations

Comments

(b) (6), (b) (7)(C) works well with families, and is a kind, compassionate, and caring nurse. (b) (6), (b) (7)(C) provides support and is an excellent teacher so that families can learn the skills needed to care for (b) (6), (b) (7)(C) at home. (b) (6), (b) (7)(C) is patient and caring, which puts families at ease and instills trust that (b) (6), (b) (7)(C) is getting the best care possible. (b) (6), (b) (7)(C) greets everyone with a warm hello and a gentle smile. (b) (6), (b) (7)(C)

Honesty & Integrity

- Protects confidential information including patient, organization, and employee information. Does not discuss confidential information with or in front of anyone - including other employees, patients, friends, family, business or social acquaintances, customers, suppliers or others - unless appropriate procedures to release information have been followed or the individual is in a recognized "need to know" role.
 - Recognizes and takes accountability for personal actions or inaction. Fully tells/discloses information to appropriate individuals.
 - Appropriately creates and/or handles documents and records, maintaining the integrity of information and confidentiality.
- Select the Next button to page forward.

■ Manager's assessment

Rating

Strong Performer

Comments

(b) (6), (b) (7)(C) handles all personal patient information with utmost integrity, disclosing information on a need to know basis only. (b) (6), (b) (7)(C) is mindful of the confidential nature of our families, the circumstances surrounding (b) (6), (b) (7)(C), and respects their need for privacy. (b) (6), (b) (7)(C) charts clearly and completely, including all discharge teaching done. (b) (6), (b) (7)(C) adheres to the Standards of Excellence by not participating in unit gossip, seeking clarification from the leadership team when (b) (6), (b) (7)(C) has questions.

Teamwork

- Willingly accepts work direction from supervisor and appropriate team members.
 - Supports new processes, procedures, other changes in work methods.
 - Maintains positive and cooperative relationships within own work team and all other departments, shifts, and other Sutter Health entities. Positively interacts with others with different skills, abilities, and backgrounds.
 - Seeks others' ideas and opinions.
 - Notices when other employees are under pressure to complete work or are experiencing other difficulties and offers to lend a hand to help them.
 - Amount of work completed meets or exceeds job standards. Consistently carries fair share of the work.
 - Demonstrates flexibility: Willingly accepts work assignments that are not primary accountabilities; willingly takes on extra work; is flexible with work location, department, unit, shift assignment and necessary changes in processes and workflow.
 - Exhibits flexibility to changing conditions and workflows. Understands and accepts that sometimes change results in more work or relearning of processes, procedures and work methods.
 - Proactively seeks training and development to learn new technology/equipment/techniques, etc.
 - Cross-trains and/or shares acquired knowledge, skills, techniques, etc. with peers to strengthen the team.
 - Stays current regarding employee communications and organization/facility/department issues.
 - Demonstrates effective time management skills, including attending to personal business on own time.
 - Does not let personal issues disrupt work environment.
- Select the Next button to page forward.

■ Manager's assessment

Rating

Strong Performer

Comments

(b) (6), (b) (7)(C) is a team player who pitches in to help whenever (b) (6), (b) (7)(C) can. (b) (6), (b) (7)(C) takes any assignment without complaint, and is flexible at all times. (b) (6), (b) (7)(C) supports new processes, procedures, and other changes in work methods, and asks questions appropriately. (b) (6), (b) (7)(C) engages students and volunteers and supports them by answering questions and involving them whenever possible.

Community

- Positively represents and supports the organization when talking to others within the organization (including within the department/entity and among other employees) and to others, such as vendors, patients, guests, and visitors.
 - Supports our not-for-profit mission and the community benefit programs, services and activities sponsored by the organization.
- Select the Next button to page forward.

■ Manager's assessment

Rating

Strong Performer

Comments:

(b) (6), (b) (7) is respectful of our patients, families, visitors, and co-workers, (b) (6), (b) (7) arrives each shift ready to work, smiling, and interacts well with all. (b) (6), (b) (7) represents the organization well, and reflects the values and mission of Sutter Health at all times.

Universal Requirements

■ Instructions

Click on the link below to rate the Universal Requirements.

Universal Requirements

Review the Universal Requirements below and rate whether or not they were met. If a requirement was not met please document in the Comment field below along with any Required Licensure and Continuing Education information.

- New Employee Requirements (if applicable), including General/Department Orientation and Completion of all New Hire Requirements
 - Completes annual Purified Protein Derivative (PPD) Testing (if applicable)
 - Environment of Care (Safety) Training (if applicable), including: Injury/Illness Prevention; Electrical Safety; Fire Procedures; Infection Control/Exposure Control; Hazard Communication; Disaster & Emergency Procedures; Hazardous Waste Disposal
 - Actively demonstrates and adheres to service excellence/Sutter Difference Standards
 - Completes Standards of Business Conduct/Compliance Training
 - Records time in accordance with the Policy
 - Complies with Attendance Policy
 - Complies with Dress Code
 - Maintains a working knowledge of and adheres to organization, department and professional standards, policies, procedures and protocols
 - List any Required Licensure, Certification and/or Registration and Other Position/Department Specific Required Training in the Comment field below
 - Document all Continuing Education in the Comment field below
- Select the Next button to page forward.

■ Manager's assessment

Rating

Yes, Met Requirements

Comments

RN License active and current

BLS and NRP certifications current

Skills Fair and E-Learning completed

Development Plan & Professional Aspirations

■ Instructions

Click on the link below to select 1-3 new personal development activities for the upcoming year based on identified areas for improvement. Examples of identified development activities include: time management, improving public speaking skills, increasing self confidence, effective communication in the workplace, improving working relationships, project management, etc. Employee and supervisor discuss and agree upon specific action items and timeframes in which to complete activities. To view/add development activities, save the review, click the drop down arrow in the Module section above and choose Development Plan. Once in the Development Plan you can update the activities and provide comments, as appropriate. The employee can enter and the Supervisor can view Professional Aspirations by saving the review and then clicking the drop down arrow in the Module section above and choosing Talent Profile. Once in the Talent Profile, scroll to the Job Preferences section and enter/view the preferences.

Add Development Activities & Comments

To view/add development activities, save the review, click the drop down arrow in the Module section above and choose Development Plan. Once in the Development Plan you can update the activities and provide comments, as appropriate. You can also click on the Details button under Development below to add a Development Activity. Comments regarding the status of all activities can be entered in the comment field below.

■ Manager's assessment

Comments

No comments entered

History

Date/Time Jul 13, 2012, 9:40 AM	Event Review Closed	Details The review has been closed.	By System User
Date/Time Jul 13, 2012, 9:40 AM	Event Review Acknowledged	Details The review has been acknowledged.	By (b) (6), (b) (7)(C)
Date/Time Jul 13, 2012, 9:25 AM	Event Review Acknowledgement Requested	Details An acknowledgement has been requested for the review.	By System User
Date/Time Jul 13, 2012, 9:25 AM	Event Review Released	Details The review has been released.	By (b) (6), (b) (7)(C)
Date/Time Jul 6, 2012, 4:38 PM	Event Review Approved	Details The review has been approved.	By (b) (6), (b) (7)(C)

Comments

Congratulations on a very nice evaluation (b) (6), (b) (7)(C). I know this has been a difficult time for you and I am hopeful that you will transition back to our (b) (6), (b) (7)(C) without much duress. You do a great job with our patients and their families. Thank you! (b) (6), (b) (7)(C)

Date/Time Jul 6, 2012, 3:43 PM	Event Review Under Approval	Details The review is under approval.	By System User
Date/Time Jul 6, 2012, 3:43 PM	Event Review Completed	Details The review has been completed.	By (b) (6), (b) (7)(C)
Date/Time Apr 3, 2012, 2:58 AM	Event Review Assigned	Details The review has been assigned.	By System User
Date/Time Apr 3, 2012, 12:55 AM	Event Review Created	Details The review has been created.	By System User



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A Voice for Nurses. A Vision for Healthcare
www.calnurses.org

Via NLRB Electronic Filing

December 11, 2017

Peter B. Robb, General Counsel
Attn: Office of Appeals
National Labor Relations Board
1015 Half Street SE
Washington, D.C. 20570-0001

Re: *Sutter Medical Center, Sacramento*
Case 20-CA-197833

Dear Mr. Robb,

On July 18, 2017, the California Nurses Association ("CNA" or "Union") filed an appeal and motion for reconsideration in Case 20-CA-197833 involving the discipline of RNs (b) (6), (b) (7)(C) and the termination of RN (b) (6), (b) (7)(C) at Sutter Medical Center, Sacramento ("Sutter" or "Employer"). Within the past week, the Union was made aware that a key Employer witness in the case, (b) (6), (b) (7)(C), quit (b) (6), (b) (7)(C) position at Sutter citing in part Sutter's manipulation of (b) (6), (b) (7)(C) account of events in order to wrongly terminate (b) (6), (b) (7)(C). While the Union has not seen (b) (6), (b) (7)(C), (b) (7)(D) initial affidavit, it is the Union's understanding from conversations with the investigating Board Agents at Region 20 that the Region relied heavily upon (b) (6), (b) (7)(C), (b) (7)(D) testimony in making its initial determination. In light of (b) (6), (b) (7)(C), (b) (7)(D) recent very explicit denouncement of Sutter's manipulations of (b) (6), (b) (7)(C) testimony and vocal opposition to (b) (6), (b) (7)(C), (b) (7)(D) termination, the severity of error in the Region's determination is more obvious now than ever. The Union has made attempts to reach (b) (6), (b) (7)(C) to provide an additional statement regarding this matter, but (b) (6), (b) (7)(C) has since moved out of the State and has been difficult to reach. However, (b) (6), (b) (7)(C) Sutter (b) (6), (b) (7)(C) came forward to provide a sworn declaration outlining (b) (6), (b) (7)(C) most recent conversations with (b) (6), (b) (7)(C), (b) (7)(D) regarding these issues.

The Union feels strongly that the evidence already on file is more than enough to demonstrate Sutter's unlawful conduct and the Region's unfortunate errors in analysis and procedure that resulted in partial dismissal of this case. However, to the extent this additional sworn declaration may help to shed more light on the travesty of justice in this case, the Union hereby submits this additional evidence for the consideration of the Office of Appeals and to the Region.

Richard F. Griffin, Jr., General Counsel
Sutter Medical Center, Sacramento
20-CA-197833
December 11, 2017
Page 2

Again, the Union respectfully requests that this improper dismissal be reversed.

Respectfully submitted,

CALIFORNIA NURSES ASSOCIATION (CNA)
LEGAL DEPARTMENT



Marie Walcek
Legal Counsel

cc: Jill Coffman, NLRB Region 20 Regional Director
Olivia Vargas, NLRB Region 20 Supervisory Field Examiner
Roy Hong, CNA

CONFIDENTIAL WITNESS DECLARATION

I, (b) (6), (b) (7)(C), hereby declare as follows:

I understand that this Declaration will be considered confidential by the United States Government and will not be disclosed unless it becomes necessary for the government to produce this Declaration in connection with a formal proceeding.

1. I am employed as (b) (6), (b) (7)(C) at Sutter Medical Center, Sacramento ("Sutter" or "Hospital"). I work the day shift in (b) (6), (b) (7)(C) at Sutter. I have worked as (b) (6), (b) (7)(C) at Sutter for about (b) (6), (b) (7)(C).
2. I heard through coworkers about the alleged incident on (b) (6), (b) (7)(C) 2017 with (b) (6), (b) (7)(C) that led to (b) (6), (b) (7)(C) being terminated. I did not witness this exchange because I was working that day. I had also heard that (b) (6), (b) (7)(C) was a witness of the exchange and that (b) (6), (b) (7)(C) had provided information to Sutter management and to the NLRB about what (b) (6), (b) (7)(C) witnessed.
3. On or around November 29, 2017, I heard that (b) (6), (b) (7)(C) was going to quit Sutter and move out of state.
4. On December 5, 2017, I was working my normal day shift and (b) (6), (b) (7)(C) was working as well. While on my break in the break room, I had a brief exchange with (b) (6), (b) (7)(C) and a few other coworkers who were around. Some of my coworkers were asking (b) (6), (b) (7)(C) about (b) (6), (b) (7)(C) decision to quit Sutter and how (b) (6), (b) (7)(C) felt about leaving. (b) (6), (b) (7)(C) responded that (b) (6), (b) (7)(C) was happy to be leaving Sutter because Sutter is deceptive, has a lot of power, and can destroy lives. (b) (6), (b) (7)(C) said that Sutter can turn peoples' words into destroying peoples' lives at the drop of the hat without any

recourse. (b) (6), (b) (7)(C) did not specify exactly what (b) (6), (b) (7)(C) was talking about, but I suspected that (b) (6), (b) (7)(C) was talking about the incident that led to (b) (6), (b) (7)(C) termination.

5. The next day, on December 6, 2017, I was working my normal shift again alongside (b) (6), (b) (7)(C). Following up on (b) (6), (b) (7)(C) remarks the day prior, I approached (b) (6), (b) (7)(C) to ask (b) (6), (b) (7)(C) what (b) (6), (b) (7)(C) meant. I expressed to (b) (6), (b) (7)(C) that I hold nothing against (b) (6), (b) (7)(C) regardless of what (b) (6), (b) (7)(C) told Sutter or the Board Agent and acknowledged that I had never talked to (b) (6), (b) (7)(C) directly about what happened with (b) (6), (b) (7)(C). I only knew what I had been told by others, but that it seemed like from what (b) (6), (b) (7)(C) was saying the day before that (b) (6), (b) (7)(C) didn't feel like what Sutter did to (b) (6), (b) (7)(C) was right. (b) (6), (b) (7)(C) responded that I was absolutely right and that (b) (6), (b) (7)(C) felt like Sutter had twisted (b) (6), (b) (7)(C) words into something that caused (b) (6), (b) (7)(C) to get fired. I asked (b) (6), (b) (7)(C) if, based on what (b) (6), (b) (7)(C) saw, (b) (6), (b) (7)(C) thought the exchange with (b) (6), (b) (7)(C) warranted someone getting fired. (b) (6), (b) (7)(C) responded that no, (b) (6), (b) (7)(C) termination was totally uncalled for. (b) (6), (b) (7)(C) expressed that at some point during the investigation, someone had even asked (b) (6), (b) (7)(C) what (b) (6), (b) (7)(C) thought should happen to those involved in the exchange, and that (b) (6), (b) (7)(C) had suggested communication classes since the whole incident seemed to just be a communication issue. I asked if (b) (6), (b) (7)(C) would include (b) (6), (b) (7)(C) in that suggestion for communication classes and (b) (6), (b) (7)(C) said absolutely. (b) (6), (b) (7)(C) then expressed that the escalation of the conversation that day all came from (b) (6), (b) (7)(C), not the other (b) (6), (b) (7)(C) said that (b) (6), (b) (7)(C) had tried to explain this to the Board Agent—that you have to understand how (b) (6), (b) (7)(C) talks, (b) (6), (b) (7)(C) talks louder and louder and shuts people down and that it's difficult to have a conversation with (b) (6), (b) (7)(C). I asked (b) (6), (b) (7)(C) if (b) (6), (b) (7)(C) ever saw (b) (6), (b) (7)(C) lift up (b) (6), (b) (7)(C) hand to (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) said yes. I asked if it appeared to (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) hand gesture seemed aggressive and (b) (6), (b) (7)(C) said no. I related what I had heard about the incident, which is that (b) (6), (b) (7)(C) had put up (b) (6), (b) (7)(C) hand to mirror what (b) (6), (b) (7)(C) was doing in the conversation in an attempt to demonstrate that (b) (6), (b) (7)(C) communication style was ineffective.

(b) (6), (b) (7)(C) responded that yes, that is exactly what it appeared to be. (b) (6), (b) (7)(C) said that (b) (6), (b) (7)(C) saw (b) (6), (b) (7)(C) doing a hand motion and then saw (b) (6), (b) (7)(C) doing the same thing back and heard them talking something about communication. I brought up that I had heard that in (b) (6), (b) (7)(C) termination letter, Sutter alleged that (b) (6), (b) (7)(C) was blocking (b) (6), (b) (7)(C) from exiting the conversation. (b) (6), (b) (7)(C) responded that that was absolutely not true. (b) (6), (b) (7)(C) said that nothing about the stance of anyone in that conversation was blocking (b) (6), (b) (7)(C) from leaving. (b) (6), (b) (7)(C) said that in fact, when (b) (6), (b) (7)(C) started crying during the conversation, (b) (6), (b) (7)(C) was even trying to comfort (b) (6), (b) (7)(C) expressed that Sutter has all the power. (b) (6), (b) (7)(C) then said something along the lines of, "look what they've done. They twisted my words and got someone fired and there's no way (b) (6), (b) (7)(C) should have been fired for what happened." I asked (b) (6), (b) (7)(C) if it seemed as obvious to (b) (6), (b) (7)(C) as it did to me at this point that Sutter blew this whole thing up because of (b) (6), (b) (7)(C) involvement in the Union in order to make an example out of (b) (6), (b) (7)(C) responded yes, absolutely because the Union would cost them (Sutter) millions of dollars.

I have read this Confidential Witness Declaration, consisting of 3 pages, including this page. I declare under penalty of perjury under the laws of the State of California that the forgoing is true and correct. Execute on December 10, 2017 in West Sacramento California.

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)



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Via NLRB Electronic Filing

December 15, 2017

Peter B. Robb, General Counsel
Attn: Office of Appeals
National Labor Relations Board
1015 Half Street SE
Washington, D.C. 20570-0001

Re: *Sutter Medical Center, Sacramento*
Case 20-CA-197833

Dear Mr. Robb,

On July 18, 2017, the California Nurses Association ("Union") filed an appeal and motion for reconsideration in Case 20-CA-197833 involving the discipline of RNs (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) and the termination of RN (b) (6), (b) (7)(C) at Sutter Medical Center, Sacramento ("Sutter" or "Employer"). The Union recently became aware that a key Employer witness in the case, (b) (6), (b) (7)(C), quit (b) (6), (b) (7)(C) position at Sutter citing in part Sutter's manipulation of (b) (6), (b) (7)(C) account of events in order to wrongly terminate (b) (6), (b) (7)(C). The Union subsequently provided a declaration from (b) (6), (b) (7)(C) Sutter (b) (6), (b) (7)(C) describing (b) (6), (b) (7)(C) most recent conversations with (b) (6), (b) (7)(C), (b) (7)(D) regarding these issues. Since then, another Sutter (b) (6), (b) (7)(C) (b) (6), (b) (7)(C), has come forward describing a similar conversation with (b) (6), (b) (7)(C), (b) (7)(D). Please find attached sworn declaration from (b) (6), (b) (7)(C).

Again, the Union feels strongly that the evidence already on file is more than enough to demonstrate Sutter's unlawful conduct and the Region's unfortunate errors in analysis and procedure that resulted in partial dismissal of this case and as such, the Union respectfully requests that this improper dismissal be reversed.

Respectfully submitted,

CALIFORNIA NURSES ASSOCIATION (CNA)
LEGAL DEPARTMENT

Marie Walcek
Legal Counsel

cc: Jill Coffman, NLRB Region 20 Regional Director
Olivia Vargas, NLRB Region 20 Supervisory Field Examiner
Roy Hong, CNA

CONFIDENTIAL WITNESS DECLARATION

I, (b) (6), (b) (7)(C), hereby declare as follows:

I understand that this Declaration will be considered confidential by the United States Government and will not be disclosed unless it becomes necessary for the government to produce this Declaration in connection with a formal proceeding.

1. I am employed as (b) (6), (b) (7)(C) at Sutter Medical Center, Sacramento ("Sutter" or "Hospital"). I presently work the day shift in (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) at Sutter as (b) (6), (b) (7)(C) I have worked as (b) (6), (b) (7)(C) at Sutter for about (b) (6), (b) (7)(C)

2. I heard through coworkers about the alleged incident on (b) (6), (b) (7)(C) 2017 with (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) that led to (b) (6), (b) (7)(C) being terminated. I was working that day and did not witness this exchange.

3. As (b) (6), (b) (7)(C) were being investigated, I heard that (b) (6), (b) (7)(C) was a witness of the exchange and that (b) (6), (b) (7)(C) was being asked to share what (b) (6), (b) (7)(C) had witnessed. I had worked alongside (b) (6), (b) (7)(C) for about (b) (6), (b) (7)(C), since when (b) (6), (b) (7)(C) first started at Sutter. At one point, we worked in the same room in (b) (6), (b) (7)(C) so I got to know (b) (6), (b) (7)(C) well and (b) (6), (b) (7)(C) (b) (6), (b) (7)(C).

4. On or around December 3, 2017, I was working my normal day shift as (b) (6), (b) (7)(C) (b) (6), (b) (7)(C). During my shift, (b) (6), (b) (7)(C) I was relieving happened to be working in the same room as (b) (6), (b) (7)(C). After I relieved (b) (6), (b) (7)(C), it was just me and (b) (6), (b) (7)(C) in the room. I had not seen (b) (6), (b) (7)(C) in a while so I asked (b) (6), (b) (7)(C) how (b) (6), (b) (7)(C) was doing. (b) (6), (b) (7)(C) immediately responded that (b) (6), (b) (7)(C) felt so bad about

how (b) (6), (b) (7) was treated and said that (b) (6), (b) (7)(C) never thought it would get this far. (b) (6), (b) (7)(C) then proceeded to vent to me for quite a while about everything that happened with Sutter and the investigation that led to (b) (6), (b) (7)(C) termination. During this conversation I didn't ask many questions—(b) (6), (b) (7)(C) just kept talking. It was clear that (b) (6), (b) (7) needed to vent. (b) (6), (b) (7)(C) went on to say (b) (6), (b) (7) could not stand it at Sutter and that's why (b) (6), (b) (7) was leaving (b) (6), (b) (7)(C). Referring to the investigation that led to (b) (6), (b) (7)(C) termination, (b) (6), (b) (7)(C) said that (b) (6), (b) (7) told them (Sutter) what (b) (6), (b) (7) saw but they twisted it around. (b) (6), (b) (7)(C) said (b) (6), (b) (7) even tried to speak to Sutter again after (b) (6), (b) (7) heard what they did to (b) (6), (b) (7) but that they wouldn't listen. (b) (6), (b) (7)(C) said that (b) (6), (b) (7)(C) who is the (b) (6), (b) (7)(C), initially asked (b) (6), (b) (7)(C) what (b) (6), (b) (7) thought should happen to those nurses involved in the (b) (6), (b) (7)(C) incident, to which (b) (6), (b) (7)(C) suggested that maybe they could all take communication classes. (b) (6), (b) (7)(C) expressed how inappropriate (b) (6), (b) (7) thought it was for management to be asking (b) (6), (b) (7) questions like this. (b) (6), (b) (7)(C) reiterated that (b) (6), (b) (7) felt really bad about what happened to (b) (6), (b) (7)(C) said that (b) (6), (b) (7) had heard that (b) (6), (b) (7) was taking (b) (6), (b) (7) case to DC and (b) (6), (b) (7)(C) said that if that's the case, (b) (6), (b) (7)(C) be right there with (b) (6), (b) (7). I told (b) (6), (b) (7)(C) that I knew (b) (6), (b) (7) didn't harbor any ill-will toward (b) (6), (b) (7)(C) seemed surprised and relieved by this statement. I asked if (b) (6), (b) (7)(C) wanted me to relate any message (b) (6), (b) (7) had for (b) (6), (b) (7), to which (b) (6), (b) (7)(C) responded, "just tell (b) (6), (b) (7) I'm sorry." (b) (6), (b) (7)(C) said that (b) (6), (b) (7) told them (Sutter) that (b) (6), (b) (7) had always fought for patient safety and that the behavior (b) (6), (b) (7) was being accused of was not the (b) (6), (b) (7) that (b) (6), (b) (7)(C) knew and worked with for (b) (6), (b) (7)(C) then compared this to (b) (6), (b) (7) experience with (b) (6), (b) (7)(C), stating that (b) (6), (b) (7) knew of at least two other occasions where (b) (6), (b) (7)(C) was spoken to about (b) (6), (b) (7) communication skills, or lack thereof. (b) (6), (b) (7)(C) expressed that the whole situation was incredibly stressful, so much so that (b) (6), (b) (7) even wound up having (b) (6), (b) (7)(C) (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) said that when (b) (6), (b) (7) tried to talk to Sutter about this, they told (b) (6), (b) (7) that if

(b) (6), (b) (7)(C) couldn't cut it then maybe (b) (6), (b) (7)(C) should just leave. (b) (6), (b) (7)(C) expressed how disappointed (b) (6), (b) (7)(C) was that this is how (b) (6), (b) (7)(C) was being treated after (b) (6), (b) (7)(C) of service. (b) (6), (b) (7)(C) said (b) (6), (b) (7)(C) wanted to write a letter to (b) (6), (b) (7)(C) about all this and asked if I would read it. I said I would. (b) (6), (b) (7)(C) said that when (b) (6), (b) (7)(C) handed over (b) (6), (b) (7)(C) resignation to (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) asked if (b) (6), (b) (7)(C) was leaving because of this whole situation and (b) (6), (b) (7)(C) told (b) (6), (b) (7)(C) yes, that is why (b) (6), (b) (7)(C) was leaving. (b) (6), (b) (7)(C) told me that (b) (6), (b) (7)(C) was raised to tell the truth and that (b) (6), (b) (7)(C) told the truth here, but this (referring I believe to (b) (6), (b) (7)(C) termination) is what happened. I asked (b) (6), (b) (7)(C) at that point if (b) (6), (b) (7)(C) was telling (b) (6), (b) (7)(C) truth or Sutter's truth and (b) (6), (b) (7)(C) responded that (b) (6), (b) (7)(C) didn't know anymore. I mentioned to (b) (6), (b) (7)(C) how devastated (b) (6), (b) (7)(C) was by all of this, because having this incident on (b) (6), (b) (7)(C) record might impact (b) (6), (b) (7)(C) ability to foster or adopt. (b) (6), (b) (7)(C) stared back at me in surprise and I could tell by (b) (6), (b) (7)(C) expression that (b) (6), (b) (7)(C) had no idea that (b) (6), (b) (7)(C) had also been disciplined. (b) (6), (b) (7)(C) then said that when (b) (6), (b) (7)(C) took a step back and looked at it, (b) (6), (b) (7)(C) realized that (b) (6), (b) (7)(C) was being used as a pawn for Sutter. I agreed with (b) (6), (b) (7)(C). About this point in the conversation I could tell that (b) (6), (b) (7)(C) was getting upset, so I changed the subject and asked (b) (6), (b) (7)(C) more about (b) (6), (b) (7)(C).

Later in the afternoon, (b) (6), (b) (7)(C) and I returned to discussing the topic of (b) (6), (b) (7)(C) termination. (b) (6), (b) (7)(C) said that when this was all over, (b) (6), (b) (7)(C) wanted to talk with (b) (6), (b) (7)(C). I again reassured (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) did not hold any ill-will toward (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) said again that (b) (6), (b) (7)(C) wanted to write a letter to (b) (6), (b) (7)(C) because (b) (6), (b) (7)(C) knew that (b) (6), (b) (7)(C) would never get an exit interview because Sutter knew (b) (6), (b) (7)(C) would have nothing nice to say. (b) (6), (b) (7)(C) expressed some doubts about the letter, however, saying (b) (6), (b) (7)(C) wasn't sure if at that point it would even be worth it. I told (b) (6), (b) (7)(C) that for what it was worth, I thought (b) (6), (b) (7)(C) should do it since (b) (6), (b) (7)(C) was already quitting and had another job lined up.

After our shift ended, I texted (b) (6), (b) (7)(C) to wish (b) (6), (b) (7)(C) well again on (b) (6), (b) (7)(C) move. I asked (b) (6), (b) (7)(C) again if there was anything (b) (6), (b) (7)(C) wanted me to convey to (b) (6), (b) (7)(C), and (b) (6), (b) (7)(C) responded, "just that I miss working with (b) (6), (b) (7)(C) and I'm sorry." This was the last communication I had with (b) (6), (b) (7)(C) regarding this subject.

I have read this Confidential Witness Declaration, consisting of 4 pages, including this page. I declare under penalty of perjury under the laws of the State of California that the forgoing is true and correct. Execute on December 14, 2017 in Sacramento, California.

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
OFFICE OF THE GENERAL COUNSEL
Washington, DC 20570

February 7, 2018

MARIE K. WALCEK, ESQ.
LEGAL COUNSEL
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Re: Sutter Medical Center, Sacramento
Case 20-CA-197833

Dear Ms. Walcek:

Your appeal from the Acting Regional Director's partial refusal to issue complaint has been carefully considered. The appeal is denied.

The Regional Office investigation disclosed insufficient evidence to establish that the Employer violated the National Labor Relations Act by taking adverse employment action against the alleged discriminatees because they engaged in protected concerted activity and/or union activity. The investigation established that on (b) (6), (b) (7)(C) 2017 the alleged discriminatees engaged in protected concerted activity when they discussed employee issues with (b) (6), (b) (7)(C) (b) (6), (b) (7)(C). The evidence indicated that the Employer investigated the incident and determined that the alleged discriminatees engaged in misconduct. The Employer subsequently disciplined two employees and discharged a third employee. The Employer reasonably based its determination on a good faith evaluation of the incident after it interviewed all witnesses.

We conclude that under *Atlantic Steel*, 245 NLRB 814 (1979) the alleged discriminatees' conduct on (b) (6), (b) (7)(C) lost the protection of the Act. Their conversation with (b) (6), (b) (7)(C) about employee working conditions favors protection of the Act. However, the other three factors do not favor protection of the Act. Regarding the nature of the incident, the Employer investigated the incident and reasonably determined that the alleged discriminatees engaged in misconduct. Incidents occurring in a public place and viewed by other employees do not retain the protection of the Act. Also, the investigation disclosed no evidence that the incident was provoked by any Employer unfair labor practices. Thus, we conclude that the alleged discriminatees lost the protection of the Act for their conduct on (b) (6), (b) (7)(C); and the Employer did not violate the Act, as alleged.

Accordingly, further proceedings on this portion of the charge are unwarranted. The remaining allegations remain subject to further processing.

Sincerely,

Peter Barr Robb
General Counsel



By: _____

Mark E. Arbesfeld, Director
Office of Appeals

cc: JILL H. COFFMAN
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